

IN RE: PETITION FOR VARIANCE  
PETITION FOR SPECIAL HEARING  
W/S Chestnut Avenue,  
231.95 ft. N of the C/L Charles Street  
(500 Chestnut Avenue)  
9th Election District  
4th Councilmanic District

\* BEFORE THE  
\* ZONING COMMISSIONER  
\* OF BALTIMORE COUNTY  
\*  
\* Case No. 99-171-SPHA

Loyola High School of Baltimore, Inc.  
Petitioner

\* \* \* \* \*

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Zoning Commissioner for consideration of a series of Petitions for Variance and a Petition for Special Hearing filed by the owners of the subject property, Loyola High School of Baltimore, Inc.. Loyola High School intends to obtain approvals for a variety of construction projects on the Loyola High School campus and seeks relief for:

(1) a variance of BCZR Section 1B01.2.B.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit the student activities and athletic center and maintenance building (Building 12) to exceed the maximum length of 300 feet;

(2) a variance of BCZR Section 1B01.2.B.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit the Sheridan Expansion and/or replacement (Building 8) - the Xavier Annex expansion and/or replacement (Building 9) complex to exceed the maximum length of 300 feet;

(3) a variance of BCZR Section 1B01.2.C.1.A, Section 300.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit the maximum height of the student activities and athletic center and maintenance building (Building 12) to be 60 feet in lieu of the maximum height of 50 feet;

(4) a variance of BCZR Section 1B01.2.C.1.A and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit a building side

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Date 3/8/99  
By [Signature]

yard setback of 11 feet in lieu of the required 30 feet for the student activities and athletic center and maintenance building (Building 12);

(5) a variance of BCZR Section 1B01.2.C.1.A, Section 102.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit a front building to front building setback of 70 feet in lieu of the required 120 feet for student activities and athletic center and maintenance building (Building 12) and the Sheridan Expansion and/or replacement (Building 8);

(6) a variance of BCZR Section 1B01.2.C.1.A, Section 102.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit a building side to building side setback of 25 feet in lieu of the required 60 feet for student activities and athletic center and maintenance building (Building 12) and the proposed restroom and concessions (alternate location) (Building Q);

(7) a variance of BCZR Section 1B01.2.C.1.A, Section 102.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit a side building to side building setback of 35 feet in lieu of the required 60 feet for the student activities and athletic center and maintenance building (Building 12) and the grand stand (Building E);

(8) a variance of BCZR Section 1B01.2.C.1.A, Section 102.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit a front building to side building setback of 50 feet in lieu of the required 90 feet for the grand stand (Building E) and the student activities and athletic center and maintenance building (Building 12);

(9) a variance of BCZR Section 1B01.2.C.1.A, Section 102.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit a front building to side building setback of 60 feet in lieu of the required 90 feet for the Sheridan Expansion or replacement (Building 8) and the grand stand (Building E);

(10) a variance of BCZR Section 1B01.2.C.1.A, Section 102.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit a front building to front building setback of 95 feet in lieu of the required 120 feet for the grand stand (Building E) and Sheridan Expansion or replacement (Building 8); and

(11) a variance of BCZR Section 1B01.2.C.1.A, Section 102.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit a side building to rear building setback of 10 feet in lieu of the required 70 feet for Sheridan Expansion or replacement (Building 8) and Xavier Annex renovation or replacement (Building 9).

A Petition for Special Hearing has also been filed:

(1) to amend the previous variance hearing Case No. 95-6-A, to permit the Burk Hall-Chapel-Wheeler Hall- Wheeler Hall expansion and/or new building complex to exceed the required 300 foot maximum length of building permitted in the BCZR Section 1B01, and

(2) for the Zoning Commissioner to determine the off-street parking and loading per BCZR Section 409.6.A.4.

The subject property and relief sought are more particularly described on the site plan submitted and which was accepted and marked into evidence as Petitioner's Exhibit 1.

Appearing at the hearing on behalf of the Petitioner was Carroll Bodie, Chairman of the Board of Trustees of Loyola High School, Steve Whalen, Board of Trustees member, and G. Scott Barhight, Esquire, attorney for the Petitioner.

Appearing on behalf of numerous residents in the matter was Francis X. Borgerding, Jr., Esquire. This matter came before the Zoning Commissioner as an agreed plan between Loyola High School and many of its nearby residents, all of whom were represented by Mr. Borgerding. Prior to the occurrence of any contested hearing, parties negotiated a resolution of all of the issues arising

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By M. M. M. M.

out of the zoning relief requested. The parties have fully executed a Development Agreement, a copy of which has been submitted into evidence as Petitioner's Exhibit 2. Additionally, a letter clarifying the Development Agreement has also been submitted, a copy of which has been introduced into evidence as Petitioner's Exhibit 3.

Subsequent to the original filing of the Petitions in this matter, it came to the parties attention that several of the variances needed to be amended. Upon motion of the Petitioner, and without objection by the residents, the variances have been amended to be as shown on Petitioner's Exhibit 1, and as reflected in this Order.

Testimony and evidence offered revealed that the subject property consists of a gross area of 49.05 acres, more or less, zoned D.R. 2. The property is improved with the buildings, parking, fields and other miscellaneous structures associated with the existing Loyola High School. Testimony revealed that Loyola High School intends to create a "master plan" for the entire campus, identifying all of the anticipated potential construction, to the extent feasible. The plat to accompany Petition for Special Hearing and Petition for Variances (Exhibit 1) fully describes the nature and extent of the development and construction activities.

As noted above, a variety of nearby residents have entered into an agreement with Loyola High School to evidence their support for the proposed development and construction activities, provided Loyola High School meets certain conditions and restrictions. The Development Agreement between the parties (Exhibit 2), and the clarifying letter (Exhibit 3) will be incorporated into this Order by reference and will be enforceable by Baltimore County, Maryland.

An area variance may be granted where strict application of the zoning regulations would cause practical difficulty to the Petitioner and its

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Date 3/1/99  
By M. H. H. H.

property. *McClellan v. Soley*, 270 Md. 208 (1973). To prove practical difficulty for an area variance, the Petitioner must meet the following:

1. Whether strict compliance with the requirement would unreasonably prevent the use of the property for a permitted purpose or render conformance unnecessarily burdensome;
2. Whether a grant of the variance would do a substantial justice to the applicant as well as other property owners in the district or whether a lesser realization than that applied for would give sufficient relief; and,
3. whether relief can be granted in such fashion that the spirit of the ordinance will be observed and public safety and welfare secured.

*Anderson v. Bd. of Appeals, Town of Chesapeake Beach*, 22 Md. App. 28 (1974)

After due consideration of the testimony and evidence presented, it is clear that a practical difficulty or unreasonable hardship will result if the variances are not granted. It has been established that special circumstances or conditions exist that are peculiar to the subject property and that strict compliance with the zoning regulations will unduly restrict the use of the land due to the special conditions unique to this particular parcel. In addition, the relief requested will not cause any injury to the public health, safety or general welfare, and meets the spirit and intent of the BCZR.

Further, after due consideration of the testimony and evidence presented, it is clear that the relief sought in the Petition for Special Hearing will not cause any injury to the public health, safety or general welfare, and meets the spirit and intent of the BCZR.

Pursuant to the advertisement, posting of the property, and public hearing on these Petitions held, and for the reasons given above, the relief requested should be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 8<sup>th</sup> day of March, 1999 that the Petition for Variance seeking relief from:

COPIES PLACED FOR FILING  
DATE 3/8/99  
BY M. Choral

(1) BCZR Section 1B01.2.B.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit the student activities and athletic center and maintenance building (Building 12) to exceed the maximum length of 300 feet identified on Petitioner's Exhibit 1 be and is hereby GRANTED, subject to the restrictions noted below;

(2) BCZR Section 1B01.2.B.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit the Sheridan Expansion and/or replacement (Building 8) - the Xavier Annex expansion and/or replacement (Building 9) complex to exceed the maximum length of 300 feet identified on Petitioner's Exhibit 1 be and is hereby GRANTED, subject to the restrictions noted below;

(3) BCZR Section 1B01.2.C.1.A, Section 300.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit the maximum height of the student activities and athletic center and maintenance building (Building 12) to be 60 feet in lieu of the maximum height of 50 feet identified on Petitioner's Exhibit 1 be and is hereby GRANTED, subject to the restrictions noted below;

(4) BCZR Section 1B01.2.C.1.A and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit a building side yard setback of 11 feet in lieu of the required 30 feet for the student activities and athletic center and maintenance building (Building 12) identified on Petitioner's Exhibit 1 be and is hereby GRANTED, subject to the restrictions noted below;

(5) BCZR Section 1B01.2.C.1.A, Section 102.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit a front building to front building setback of 70 feet in lieu of the required 120 feet for student activities and athletic center and maintenance building (Building 12) and the Sheridan Expansion and/or replacement (Building 8) identified on

Petitioner's Exhibit 1 be and is hereby GRANTED, subject to the restrictions noted below;

(6) BCZR Section 1B01.2.C.1.A, Section 102.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit a building side to building side setback of 25 feet in lieu of the required 60 feet for student activities and athletic center and maintenance building (Building 12) and the proposed restroom and concessions (alternate location) (Building Q) identified on Petitioner's Exhibit 1 be and is hereby GRANTED, subject to the restrictions noted below;

(7) BCZR Section 1B01.2.C.1.A, Section 102.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit a side building to side building setback of 35 feet in lieu of the required 60 feet for the student activities and athletic center and maintenance building (Building 12) and the grand stand (Building E) identified on Petitioner's Exhibit 1 be and is hereby GRANTED, subject to the restrictions noted below;

(8) BCZR Section 1B01.2.C.1.A, Section 102.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit a front building to side building setback of 50 feet in lieu of the required 90 feet for the grand stand (Building E) and the student activities and athletic center and maintenance building (Building 12) identified on Petitioner's Exhibit 1 be and is hereby GRANTED, subject to the restrictions noted below;

(9) BCZR Section 1B01.2.C.1.A, Section 102.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit a front building to side building setback of 60 feet in lieu of the required 90 feet for the Sheridan Expansion or replacement (Building 8) and the grand stand (Building E) identified on Petitioner's Exhibit 1 be and is hereby GRANTED, subject to the restrictions noted below;

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Date 3/24/94  
By M. G. G. G.

(10) BCZR Section 1B01.2.C.1.A, Section 102.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit a front building to front building setback of 95 feet in lieu of the required 120 feet for the grand stand (Building E) and Sheridan Expansion or replacement (Building 8) identified on Petitioner's Exhibit 1 be and is hereby GRANTED, subject to the restrictions noted below; and

(11) BCZR Section 1B01.2.C.1.A, Section 102.2 and Section 504.2, Comprehensive Manual of Development Policies, II-26, to permit a side building to rear building setback of 10 feet in lieu of the required 70 feet for Sheridan Expansion or replacement (Building 8) and Xavier Annex renovation or replacement (Building 9) identified on Petitioner's Exhibit 1 be and is hereby GRANTED, subject to the restrictions noted below.

IT IS FURTHER ORDERED that the Petition for Special Hearing is also GRANTED as follows:

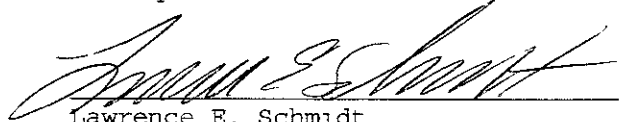
(1) The petition to amend a previous variance hearing Case No. 95-6-A, to permit the Burk Hall-Chapel-Wheeler Hall-Wheeler Hall expansion and/or new building complex as shown on Petitioner's Exhibit 1 to exceed the required 300 foot maximum length of building permitted in the BCZR Section 1B01 identified on Petitioner's Exhibit 1 be and is GRANTED, subject to the restrictions noted below; and

(2) The Zoning Commissioner hereby determines that the off-street parking and loading identified on Petitioner's Exhibit 1 is in compliance with and meets all the requirements of BCZR Section 409.6.A.4, subject to the following restrictions:

a. The Petitioners may apply for their permits and be granted same upon receipt of this Order; however, Petitioner are hereby made aware that proceeding at this time is at their own risk until the 30 day appeal period from the date of this Order has expired. If an appeal is filed and this Order is reversed, the relief granted herein shall be rescinded,

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Date 2/28/99  
By J. J. G. G. G.

b. Compliance with each of the requirements identified in the Development Agreement (Petitioner's Exhibit 2) and the clarifying letter (Petitioner's Exhibit 3), which Development Agreement and letter are incorporated into this Order by reference.



Lawrence E. Schmidt  
Zoning Commissioner for  
Baltimore County

159512

ORDER RECEIVED FOR FILING  
Date 3/8/09  
By M. Gowan



Baltimore County  
Zoning Commissioner  
Office of Planning

Suite 405, County Courts Bldg.  
401 Bosley Avenue  
Towson, Maryland 21204  
410-887-4386

March 8, 1999

G. Scott Barhight, Esquire  
Whiteford Taylor and Preston  
210 W. Pennsylvania Avenue  
Towson, Maryland 21204

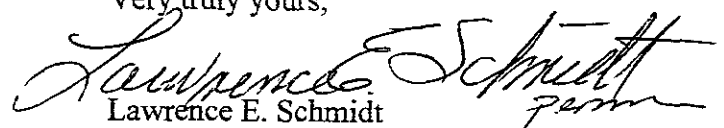
RE: Petitions for Special Hearing and Variance  
Case No. 99-171-SPHA  
Loyola High School of Baltimore, Inc.

Dear Mr. Barhight:

Enclosed please find the decision rendered in the above captioned case. The Petitions for Special Hearing and Variance have been granted, in accordance with the attached Order.

In the event the decision rendered is unfavorable to any party, please be advised that any party may file an appeal within thirty (30) days from the date of the Order to the County Board of Appeals. If you require additional information concerning filing an Appeal, please feel free to contact our Appeals Clerk at AC-410-887-3391.

Very truly yours,

  
Lawrence E. Schmidt  
Zoning Commissioner

LES:mmn  
Encl.  
Copy  
Francis X. Borgerding, Jr., Esquire  
16 Stoneway Place  
Baltimore, Maryland 21236-4807  
Mrs. Peggy Squitieri  
RRLRAIA  
P.O. Box 204  
Riderwood, Maryland 21139



# Petition for Special Hearing

## to the Zoning Commissioner of Baltimore County

for the property located at 500 Chestnut Ave, Towson, MD 21204  
which is presently zoned D.R. 2

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

1. An amendment to previous variance Hearing Case No. 95-6-A, to permit the Burke Hall - Chapel - Wheeler Hall - Wheeler Hall Expansion and/or New Building Complex to exceed the required 300 ft. maximum length of building permitted in the BCZR §1B01.2.B.2 and §504.2, Comprehensive Manual of Development Policies, II-26.
2. Off-Street parking and loading per BCZR §409.6.A.4.

Property is to be posted and advertised as prescribed by the zoning regulations.

I, or we, agree to pay expenses of above Special Hearing, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

### Contract Purchaser/Lessee:

Name - Type or Print

Signature

Address

Telephone No.

City

State

Zip Code

### Attorney For Petitioner:

G. Scott Barhight

Name - Type or Print

Signature

Whiteford, Taylor & Preston L.L.P.

Company

210 W. Pennsylvania Ave, 4th Flr.

Address

Telephone No.

Towson, MD 21204

(410) 832-2000

City

State

Zip Code

### Legal Owner(s):

Loyola High School, Inc.

Name - Type or Print

Signature

Name - Type or Print

Signature

Address

City

State

Zip Code

### Representative to be Contacted:

G. Scott Barhight

(410) 832-2000 DAY

Name

210 W. Pennsylvania Ave, 4th Floor

Address

Telephone No.

Towson, MD 21204

City

State

Zip Code

NIGHT: RICK CHADSEY

410-832-6596

### OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING \_\_\_\_\_

UNAVAILABLE FOR HEARING \_\_\_\_\_

Reviewed By BR Date 10/20/98

Case No.

**99-171-SPHA**

REC 9/15/98

#171



# Petition for Variance

to the Zoning Commissioner of Baltimore County

for the property located at 500 Chestnut Ave., Towson, MD 21204  
which is presently zoned D.R.1

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section(s)

See attached sheet

of the Zoning Regulations of Baltimore County, to the zoning law of Baltimore County, for the following reasons: (indicate hardship or practical difficulty)

To be presented at hearing

Property is to be posted and advertised as prescribed by the zoning regulations.

I, or we, agree to pay expenses of above Variance, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

## Contract Purchaser/Lessee:

Name - Type or Print

Signature

Address

Telephone No.

City

State

Zip Code

## Attorney For Petitioner:

G. Scott Barhight

Name - Type or Print

Signature

Whiteford, Taylor & Preston L.L.P.  
Company

210 W. Pennsylvania Ave., 4th Floor

Address

Telephone No.

Towson, MD 21204

(410) 832-2000

City

State

Zip Code

## Legal Owner(s):

OF BALTIMORE,  
Loyola High School, Inc.

Name - Type or Print

Signature

By: STEPHEN W. WHITMAN, JR.

Name - Type or Print

Signature

Charles St. at Chestnut Ave. 410-747-2900

Address

Telephone No.

Towson

MD

21204

City

State

Zip Code

## Representative to be Contacted:

G. Scott Barhight

Name

210 W. Pennsylvania Ave., 4th Floor

Address

Telephone No.

Towson, MD 21204

(410) 832-2000

City

State

Zip Code

NOTE: RICK CHADSEY

410-821-6596

## OFFICE USE ONLY

Rick Chadsey

ESTIMATED LENGTH OF HEARING

UNAVAILABLE FOR HEARING

Reviewed By SK

Date 10/20/88

Case No.

**99-171-SPHA**

REV 9/15/98

#171

**Petition for Variance**  
**to the Zoning Commissioner of Baltimore County**  
**for the property located at 500 Chestnut Ave, Towson, MD 21024**

**Attachment**

1. BCZR §1B01.2.B.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit the Student Commons and Athletic Center and Maintenance Building (alternate) (Building 12) to exceed the maximum length of 300 ft.
2. BCZR §1B01.2.B.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit the Sheridan expansion and/or Replacement (Building 8) - the Xavier Annex Expansion and/or Replacement (Building 9) Complex to exceed the maximum length of 300 ft.
3. BCZR §1B01.2.C.1.a, §300.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit the maximum height of the Student Commons and Athletic Center and Maintenance Building (alternate) (Building 12) to be 60 ft. in lieu of the maximum height of 50 ft.
4. BCZR §1B01.2.C.1.a and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a building side yard setback of 5 ft. in lieu of the required 30 ft.
5. BCZR §1B01.2.C.1.a, §102.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a front building to front building setback of 30 ft. in lieu of the required 120 ft. for the Performing Arts, Music and/or Student Assembly Building (Building 11) and the Xavier Annex Expansion and/or Replacement (Building 9).
6. BCZR §1B01.2.C.1.a, §102.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a front building to front building setback of 50 ft. in lieu of the required 120 ft. for Student Commons and Athletic Center and Maintenance Building (alternate) (Building 12) and The Sheridan Expansion and/or Replacement (Building 8).
7. BCZR §1B01.2.C.1.a, §102.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a building side to building side setback of 25 ft. in lieu of the required 60 ft. for Student Commons and Athletic Center and Maintenance Building (alternate) and the Proposed Restrooms and Concessions (Alternate Location) (Building Q).

8. BCZR §1B01.2.C.1.a, §102.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a side building to side building setback of 35 ft. in lieu of the required 60 ft. for the Student Commons and Athletic Center and Maintenance Building (alternate) (Building 12) and the Grand Stand (Building E).
9. BCZR §1B01.2.C.1.a, §102.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a front building to side building setback of 50 ft. in lieu of the required 90 ft. for the Grand Stand (Building E) and the Student Commons and Athletic Center and Maintenance Building (alternate) (Building 12).
10. BCZR §1B01.2.C.1.a, §102.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a front building to side building setback of 60 ft. in lieu of the required 90 ft. for the Sheridan Expansion or Replacement (Building 8) and the Grand Stand (Building E).
11. BCZR §1B01.2.C.1.a, §102.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a front building to front building setback of 95 ft. in lieu of the required 120 ft for the Grand Stand (Building E) and the Sheridan Expansion or Replacement (Building 8).
12. BCZR §1B01.2.C.1.a, §102.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a side building to rear building setback of 10 ft. in lieu of the required 70 ft. for the Sheridan Expansion or Replacement (Building 8) and Xavier Renovation or Replacement (Building 9).
13. BCZR §1B01.2.C.1.a, §102.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a side building to side building setback of 10 ft. in lieu of the required 60 ft. for the Wheeler Hall Expansion (Building 10) and the New Building (Building 10).

FROM THE OFFICE OF  
GEORGE WILLIAM STEPHENS, JR., & ASSOCIATES, INC.  
ENGINEERS  
658 KENILWORTH DRIVE, SUITE 100, TOWSON, MARYLAND 21204

Description to Accompany Variance Petition and Special Hearing  
Loyola High School Blakefield

DATE: 10/15/98

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Beginning at a point on the on the centerline of Chestnut Avenue, said point being North 48 degrees 48 minutes 41 seconds East 231.95 feet more or less, from a point formed by the intersection of the centerlines of Charles Street and Chestnut Avenue running thence leaving said point of beginning along the westerly right-of-way of Chestnut Ave, along the following 41 courses:

1. North 87 degrees 44 minutes 00 seconds West 20.00 feet,
2. South 60 degrees 16 minutes 01 seconds West 182.00 feet to a point on the northerly right-of-way of Charles Street,
3. Continuing along the northerly right-of-way of Charles Street, on a curve to the left having a radius of 653.11 feet an arc length of 138.09 feet, said curve being subtended by a chord having a bearing and distance of North 46 degrees 34 minutes 55 seconds West 137.83 feet,
4. North 30 degrees 36 minutes 57 seconds East 20.00 feet,
5. North 59 degrees 23 minutes 03 seconds West 28.50 feet,
6. South 30 degrees 36 minutes 57 seconds West 20.00 feet,
7. North 59 degrees 23 minutes 04 seconds West 166.17 feet,
8. Continuing along the northerly right-of-way of Charles Street, on a curve to the right having a radius of 904.93 feet an arc length of 422.49 feet, said curve being subtended by a chord having a bearing and distance of North 46 degrees 00 minutes 33 seconds West 418.66 feet,
9. North 32 degrees 58 minutes 04 seconds West 139.85 feet,
10. North 34 degrees 03 minutes 30 seconds West 41.56 feet,
11. North 55 degrees 10 minutes 57 seconds East 52.00 feet
12. North 37 degrees 34 minutes 04 seconds West 110.08 feet,
13. South 49 degrees 40 minutes 56 seconds West 58.00 feet,
14. North 43 degrees 24 minutes 59 seconds West 104.76 feet,
15. North 53 degrees 21 minutes 56 seconds East 20.00 feet
16. North 36 degrees 38 minutes 04 seconds West 20.00 feet,
17. South 53 degrees 21 minutes 56 seconds West 20.00 feet
18. North 41 degrees 02 minutes 02 seconds West 14.00 feet,
19. Thence leaving the northerly right-of-way of Charles Street, North 24 degrees 45 minutes 01 seconds East 1271.50 feet,
20. North 24 degrees 17 minutes 37 seconds East 88.14 feet,
21. North 68 degrees 35 minutes 17 seconds West 382.92 feet,
22. North 33 degrees 16 minutes 42 seconds East 203.90 feet,
23. North 32 degrees 38 minutes 49 seconds East 148.80 feet,
24. South 57 degrees 21 minutes 11 seconds East 109.09 feet,
25. North 73 degrees 18 minutes 42 seconds East 76.62 feet,
26. North 86 degrees 12 minutes 52 seconds East 98.89 feet,
27. South 78 degrees 35 minutes 28 seconds East 99.59 feet,
28. South 88 degrees 46 minutes 59 seconds East 79.31 feet,
29. South 78 degrees 16 minutes 42 seconds East 139.56 feet,
30. South 84 degrees 04 minutes 01 seconds East 77.62 feet,

**49-171-SPHA** # 171

31. South 86 degrees 04 minutes 22 seconds East 86.53 feet,
32. North 85 degrees 43 minutes 46 seconds East 100.79 feet,
33. North 81 degrees 29 minutes 55 seconds East 70.88 feet,
34. South 51 degrees 45 minutes 25 seconds East 229.73 feet,
35. South 85 degrees 29 minutes 05 seconds East 150.50 feet,
36. South 37 degrees 44 minutes 55 seconds West 474.21 feet,
37. South 37 degrees 47 minutes 01 seconds West 315.40 feet,
38. South 65 degrees 15 minutes 59 seconds East 378.08 feet, to the centerline of Chestnut Avenue,
39. Continuing southerly along the centerline of Chestnut Avenue, South 29 degrees 10 minutes 01 seconds West 90.50 feet,
40. South 24 degrees 25 minutes 01 seconds West 644.84 feet,
41. South 02 degrees 16 minutes 01 seconds West 505.00 feet, to the point of beginning.

Containing Acres of land more or less.

**Note: The above description is for zoning purposes only and is not to be used for contracts, conveyances or agreements.**



BALTIMORE COUNTY, MARYLAND  
OFFICE OF BUDGET & FINANCE  
MISCELLANEOUS RECEIPT

No. 060726

DATE 10/20/98 ACCOUNT 2001-050

AMOUNT \$ 500.00

RECEIVED FROM: Whiteland Taylor & Preston LLP

FOR: Compensation Special Hearing and Various

DISTRIBUTION  
WHITE - CASHIER

PINK - AGENCY

YELLOW - CUSTOMER

PAID RECEIPT

POSTED 10/20/98 16:51:00

RECEIVED BY CASHIER 10/20/98 16:51:00

5 MISCELLANEOUS RECEIPTS

RECEIPT # 079563

CR NO. 060726

Baltimore County, Maryland

99-171-SPHA

CASHIER'S VALIDATION

# CERTIFICATE OF PUBLICATION

TOWSON, MD.,

Nov 27, 1988

THIS IS TO CERTIFY, that the annexed advertisement was

published in THE JEFFERSONIAN, a weekly newspaper published in Towson, Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on Nov. 12, 1988.

THE JEFFERSONIAN,

*A. Henrichson*

LEGAL AD. - TOWSON

## NOTICE OF ZONING HEARING

The Zoning Commission of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

Case #88-171-SPHA

500 Chestnut Avenue

W/S Chestnut Avenue, 390' N of centerline Range Road

4th Election District

4th Councilmanic District

Legal Owners: Lovola High School of Baltimore, Inc.

Special Hearing to approve an application for a variance

Hearing 95-B-A to exceed the required 300-foot maximum length

of building, and to approve off-street parking and loading per

BCZR Section 408.6 A.4. Variance to permit Building 12 to ex-

ceed the maximum length of 500 feet to permit Building 8 to ex-

ceed the maximum length of 300 feet to permit the maximum

height of Building 12 to be 60 feet in lieu of the maximum height

of 50 feet to permit side yard setback of 5 feet in lieu of the re-

quired 30 feet to permit a front building to front building setback

of 30 feet in lieu of the required 120 feet for Building 11 and Build-

ing 8 to permit a front building to front building setback of 50 feet

in lieu of the required 120 feet for Building 2 and Building 8 to

permit a building site to building side setback of 25 feet in lieu of

the required 60 feet for Mathews Building and Building 9 to

permit a side building to side building setback of 35 feet in lieu of

the required 60 feet for Building 12 and Building 5 to permit a

front building to side building setback of 60 feet in lieu of the re-

quired 90 feet for Building E and Building 12 to permit a front

building to side building setback of 60 feet in lieu of the required

90 feet for Building 3 and Building 5 to permit a front building to

front building setback of 85 feet in lieu of the required 120 feet for

Building E and Building 8 to permit a side building to rear building

setback of 10 feet in lieu of the required 70 feet for Building 8 and

Building 9 and to permit a side building to side building setback of

10 feet in lieu of the required 60 feet for Building 10 and New

Building 10.

Hearing: Friday, December 11, 1988 at 2:00 p.m. in Room

407, County Courts Bldg., 401 Epsley Avenue.

LAWRENCE E. SCHMIDT,

Zoning Commissioner for Baltimore County

NOTES: (1) Hearings are Handicapped Accessible for special ac-

commodations Please Call (410) 887-3353

(2) For information concerning the file and/or Hearing, Please

Call (410) 887-3351

11/3/88 November 28

C275798

RE: Case No.:

90-171-SPHA

Petitioner/Developer: LOYOLA H.S., ETAL

c/o G.W. STEPHENS

Date of Hearing/Closing: 12/11/98

@ 200 P

Baltimore County Department of  
Permits and Development Management  
County Office Building, Room 111  
111 West Chesapeake Avenue  
Towson, MD 21204

Attention: Ms. Gwendolyn Stephens

Ladies and Gentlemen:

This letter is to certify under the penalties of perjury that the necessary sign(s) required by law  
were posted conspicuously on the property located at ENTR. TO LOYOLA H.S.  
DPP - C #500 CHESTNUT AVE

The sign(s) were posted on

11/23/98

(Month, Day, Year)

REPAIRED 11/30/98

Sincerely,

Patrick M. O'Keefe 12/3/98

(Signature of Sign Poster and Date)

Patrick M. O'Keefe

(Printed Name)

523 Penny Lane

(Address)

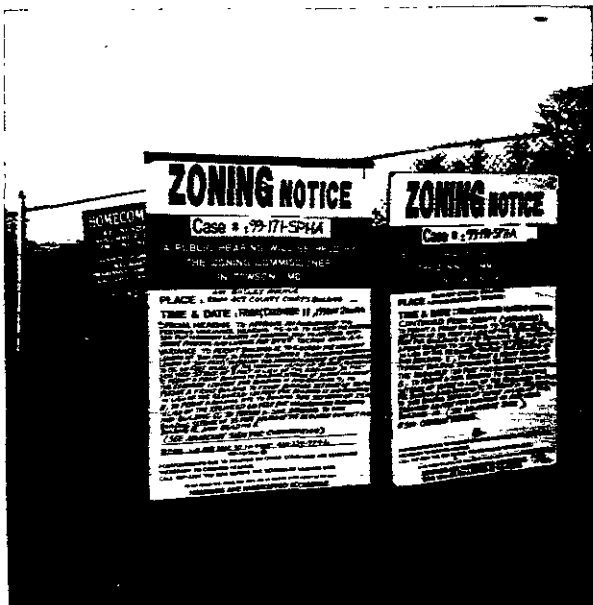
Hunt Valley, MD 21030

(City, State, Zip Code)

(410) 666-5366

(Telephone Number)

Page (410) 905-8571



RE: PETITION FOR SPECIAL HEARING  
PETITION FOR VARIANCE  
500 Chestnut Avenue, W/S Chestnut Ave,  
390' N of c/l Range Rd, 9th Election District,  
4th Councilmanic

Legal Owners: Loyola High School of Baltimore, Inc.


Petitioner(s)


\* BEFORE THE  
\* ZONING COMMISSIONER  
\* FOR  
\* BALTIMORE COUNTY  
\* Case Number: 99-171-SPHA

\* \* \* \* \*

### ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates of other proceedings in this matter and of the passage of any preliminary or final Order.

  
PETER MAX ZIMMERMAN  
People's Counsel for Baltimore County

  
CAROLE S. DEMILIO  
Deputy People's Counsel  
Old Courthouse, Room 47  
400 Washington Avenue  
Towson, MD 21204  
(410) 887-2188

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 13<sup>th</sup> day of November, 1998, a copy of the foregoing Entry of Appearance was mailed to G. Scott Barhight, Esq., Whiteford, Taylor & Preston, 210 W. Pennsylvania Avenue, Suite 400, Towson, MD 21204, attorney for Petitioner(s).

  
PETER MAX ZIMMERMAN



Baltimore County  
Department of Permits and  
Development Management

Development Processing  
County Office Building  
111 West Chesapeake Avenue  
Towson, Maryland 21204  
pdmlandacq@co.ba.md.us

November 4, 1998

## NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 99-171-SPHA  
500 Chestnut Avenue  
W/S Chestnut Avenue, 390' N of centerline Range Road  
9<sup>th</sup> Election District – 4<sup>th</sup> Councilmanic District  
Legal Owner: Loyola High School of Baltimore, Inc.

Special Hearing to approve an amendment to previous variance hearing 95-6-A to exceed the required 300-foot maximum length of building; and to approve off-street parking and loading per BCZR Section 409.6.A.4. Variance to permit Building 12 to exceed the maximum length of 300 feet; to permit Building 8 to exceed the maximum length of 300 feet; to permit the maximum height of Building 12 to be 60 feet in lieu of the maximum height of 50 feet; to permit side yard setback of 5 feet in lieu of the required 30 feet; to permit a front building to front building setback of 30 feet in lieu of the required 120 feet for Building 11 and Building 9; to permit a front building to front building setback of 50 feet in lieu of the required 120 feet for Building 12 and Building 8; to permit a building side to building side setback of 25 feet in lieu of the required 60 feet for Maintenance Building and Building Q; to permit a side building to side building setback of 35 feet in lieu of the required 60 feet for Building 12 and Building E; to permit a front building to side building setback of 50 feet in lieu of the required 90 feet for Building E and Building 12; to permit a front building to side building setback of 60 feet in lieu of the required 90 feet for Building 8 and Building E; to permit a front building to front building setback of 95 feet in lieu of the required 120 feet for Building E and Building 8; to permit a side building to rear building setback of 10 feet in lieu of the required 70 feet for Building 8 and Building 9; and to permit a side building to side building setback of 10 feet in lieu of the required 60 feet for Building 10 and New Building 10.

Come visit the County's Website at [www.co.ba.md.us](http://www.co.ba.md.us)



Printed with Soybean Ink  
on Recycled Paper

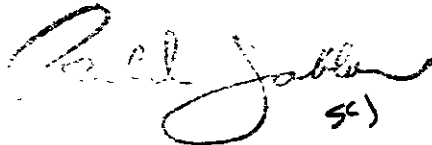
**NOTICE OF ZONING HEARING**

**CASE NUMBER: 99-171-SPHA**

**500 Chestnut Avenue**

**Page 2**

**HEARING: Friday, December 11, 1998 at 2:00 p.m. in Room 407, County Courts Building, 401 Bosley Avenue.**

A handwritten signature in dark ink, appearing to read "Arnold Jablon", with a stylized flourish underneath.

**Arnold Jablon  
Director**

**c: G. Scott Barhight, Esquire  
Loyola High School of Baltimore, Inc.**

- NOTES: (1) YOU MUST HAVE THE ZONING NOTICE SIGN POSTED ON THE PROPERTY BY NOVEMBER 26, 1998.**
- (2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL 410-887-3353.**
- (3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THIS OFFICE AT 410-887-3391.**

TO: PATUXENT PUBLISHING COMPANY  
November 25, 1998 Issue - Jeffersonian

Please forward billing to:

Stephen W. Whalen, Jr.

410-747-2900

Whalen Properties

2 W. Rolling Crossroads, Suite #1

Catonsville, MD 21228

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### NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 99-171-SPHA

500 Chestnut Avenue

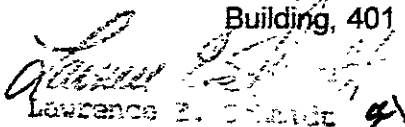
W/S Chestnut Avenue, 390' N of centerline Range Road

9<sup>th</sup> Election District - 4<sup>th</sup> Councilmanic District

Legal Owner: Loyola High School of Baltimore, Inc.

Special Hearing to approve an amendment to previous variance hearing 95-6-A to exceed the required 300-foot maximum length of building; and to approve off-street parking and loading per BCZR Section 409.6.A.4. Variance to permit Building 12 to exceed the maximum length of 300 feet; to permit Building 8 to exceed the maximum length of 300 feet; to permit the maximum height of Building 12 to be 60 feet in lieu of the maximum height of 50 feet; to permit side yard setback of 5 feet in lieu of the required 30 feet; to permit a front building to front building setback of 30 feet in lieu of the required 120 feet for Building 11 and Building 9; to permit a front building to front building setback of 50 feet in lieu of the required 120 feet for Building 12 and Building 8; to permit a building side to building side setback of 25 feet in lieu of the required 60 feet for Maintenance Building and Building Q; to permit a side building to side building setback of 35 feet in lieu of the required 60 feet for Building 12 and Building E; to permit a front building to side building setback of 50 feet in lieu of the required 90 feet for Building E and Building 12; to permit a front building to side building setback of 60 feet in lieu of the required 90 feet for Building 8 and Building E; to permit a front building to front building setback of 95 feet in lieu of the required 120 feet for Building E and Building 8; to permit a side building to rear building setback of 10 feet in lieu of the required 70 feet for Building 8 and Building 9; and to permit a side building to side building setback of 10 feet in lieu of the required 60 feet for Building 10 and New Building 10.

HEARING: Friday, December 11, 1998 at 2:00 p.m. in Room 407, County Courts  
Building, 401 Bosley Avenue.

  
Lawrence E. Schmidt

LAWRENCE E. SCHMIDT, ZONING COMMISSIONER FOR BALTIMORE COUNTY

NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS  
PLEASE CALL 410-887-3353.

(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, PLEASE CALL 410-  
887-3391.



Baltimore County  
Department of Permits and  
Development Management

Development Processing  
County Office Building  
111 West Chesapeake Avenue  
Towson, Maryland 21204

ZONING HEARING ADVERTISING AND POSTING REQUIREMENTS & PROCEDURES

Baltimore County zoning regulations require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of which, lies with the petitioner/applicant) and placement of a notice in at least one newspaper of general circulation in the County.

This office will ensure that the legal requirements for advertising are satisfied. However, the petitioner is responsible for the costs associated with this requirement.

Billing for legal advertising, due upon receipt, will come from and should be remitted directly to the newspaper.

NON-PAYMENT OF ADVERTISING FEES WILL STAY ISSUANCE OF ZONING ORDER.

ARNOLD JABLON, DIRECTOR

For newspaper advertising:

Item No.: 171

Petitioner: Loyola High School

Location: 500 Chestnut Ave.

PLEASE FORWARD ADVERTISING BILL TO:

NAME: STEPHEN W. WHALEN, JR.

ADDRESS: WHALEN PROPERTIES

2 W. ROLLING CROSSROADS, SUITE #1  
CATONSVILLE, MD 21228

PHONE NUMBER: 410 - 747-2900

AJ:ggs

(Revised 09/24/96)

99-171-SPHA

#(71)

Request for Zoning: Variance, Special Exception, or Special Hearing

Date to be Posted: Anytime before but no later than \_\_\_\_\_

Format for Sign Printing, Black Letters on White Background:

## ZONING NOTICE

Case No.: 99-171-SPHA

A PUBLIC HEARING WILL BE HELD BY  
THE ZONING COMMISSIONER  
IN TOWSON, MD

PLACE: \_\_\_\_\_

DATE AND TIME: \_\_\_\_\_

REQUEST: Special Hearing to request:

1. An amendment to previous variance Hearing Case No. 95-6-A, to permit the Burke Hall - Chapel - Wheeler Hall - Wheeler Hall Expansion and/or New Building Complex to exceed the required 300 ft. maximum length of building permitted in the BCZR §1B01.2.B.2 and §504.2, Comprehensive Manual of Development Policies, II-26.
2. Off-Street parking and loading per BCZR §409.6.A.4.

POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES NECESSARY.  
TO CONFIRM HEARING CALL 887-3391.

DO NOT REMOVE THIS SIGN AND POST UNTIL DAY OF HEARING UNDER PENALTY OF LAW

HANDICAPPED ACCESSIBLE

Request for Zoning: Variance, Special Exception, or Special Hearing

Date to be Posted: Anytime before but no later than \_\_\_\_\_.

Format for Sign Printing, Black Letters on White Background:

## ZONING NOTICE

Case No.: 99-171 SPA

A PUBLIC HEARING WILL BE HELD BY  
THE ZONING COMMISSIONER  
IN TOWSON, MD

PLACE: \_\_\_\_\_

DATE AND TIME: \_\_\_\_\_

REQUEST: Variance - see attached

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

POSTPONEMENTS DUE TO WEATHER OR OTHER CONDITIONS ARE SOMETIMES NECESSARY.  
TO CONFIRM HEARING CALL 887-3391.

**DO NOT REMOVE THIS SIGN AND POST UNTIL DAY OF HEARING UNDER PENALTY OF LAW**

**HANDICAPPED ACCESSIBLE**

to permit the Student Commons and Athletic Center and Maintenance Building (alternate) (Building 12) to exceed the maximum length of 300 ft.

to permit the Sheridan expansion and/or Replacement (Building 8) - the Xavier Annex Expansion and/or Replacement (Building 9) Complex to exceed the maximum length of 300 ft.

to permit the maximum height of the Student Commons and Athletic Center and Maintenance Building (alternate) (Building 12) to be 60 ft. in lieu of the maximum height of 50 ft.

to permit a building side yard setback of 5 ft. in lieu of the required 30 ft.

to permit a front building to front building setback of 30 ft. in lieu of the required 120 ft. for the Performing Arts, Music and/or Student Assembly Building (Building 11) and the Xavier Annex Expansion and/or Replacement (Building 9).

to permit a front building to front building setback of 50 ft. in lieu of the required 120 ft. for Student Commons and Athletic Center and Maintenance Building (alternate) (Building 12) and The Sheridan Expansion and/or Replacement (Building 8).

to permit a building side to building side setback of 25 ft. in lieu of the required 60 ft. for Student Commons and Athletic Center and Maintenance Building (alternate) and the Proposed Restrooms and Concessions (Alternate Location) (Building Q).

to permit a side building to side building setback of 35 ft. in lieu of the required 60 ft. for the Student Commons and Athletic Center and Maintenance Building (alternate) (Building 12) and the Grand Stand (Building E).

to permit a front building to side building setback of 50 ft. in lieu of the required 90 ft. for the Grand Stand (Building E) and the Student Commons and Athletic Center and Maintenance Building (alternate) (Building 12).

to permit a front building to side building setback of 60 ft. in lieu of the required 90 ft. for the Sheridan Expansion or Replacement (Building 8) and the Grand Stand (Building E).

to permit a front building to front building setback of 95 ft. in lieu of the required 120 ft for the Grand Stand (Building E) and the Sheridan Expansion or Replacement (Building 8).

to permit a side building to rear building setback of 10 ft. in lieu of the required 70 ft. for the Sheridan Expansion or Replacement (Building 8) and Xavier Renovation or Replacement (Building 9).

to permit a side building to side building setback of 10 ft. in lieu of the required 60 ft. for the Wheeler Hall Expansion (Building 10) and the New Building (Building 10).



Baltimore County  
Department of Permits and  
Development Management

Development Processing  
County Office Building  
111 West Chesapeake Avenue  
Towson, Maryland 21204  
pdmlandacq@co.ba.md.us

December 1, 1998

G. Scott Barhight, Esq.  
Whiteford, Taylor & Preston, LLP  
210 W. Pennsylvania Avenue, 4th Floor  
Towson, MD 21204

RE: Item No.: 171  
Case No.: 99-171-SPHA  
Location: 500 Chestnut Avenue

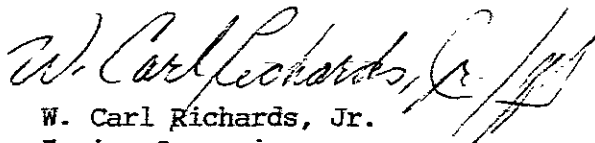
Dear Mr. Barhight:

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM), on October 20, 1998.

The Zoning Advisory Committee (ZAC), which consists of representatives from several Baltimore County approval agencies, has reviewed the plans that were submitted with your petition. All comments submitted thus far from the members of the ZAC are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to ensure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. All comments will be placed in the permanent case file.

If you need further information or have any questions regarding these comments, please do not hesitate to contact the commenting agency.

Very truly yours,

  
W. Carl Richards, Jr.  
Zoning Supervisor  
Zoning Review

WCR:ggs

Enclosures

Come visit the County's Website at [www.co.ba.md.us](http://www.co.ba.md.us)





Baltimore County  
Fire Department

Office of the Fire Marshal  
700 East Joppa Road  
Towson, Maryland 21286-5500  
(410)887-4880

NOVEMBER 23, 1998

Arnold Jablon, Director  
Zoning Administration and Development Management  
Baltimore County Office Building  
Towson, MD 21204  
MAIL STOP-1105

RE: Property Owner: 171 - LOYOLA HIGH SCHOOL OF BALTIMORE, INC.  
176 - MERCY RIDGE, INC., CARDINAL SHEHAN  
CENTER, INC. AND STELLA MARIS INC.

Location: DISTRIBUTION MEETING OF NOVEMBER 2, 1998

Item No.: 171 AND 176

Zoning Agenda:

Gentlemen:

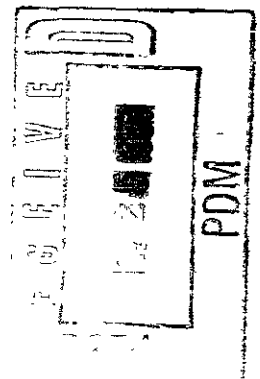
Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

1. Fire hydrants for the referenced property are required and shall be located at proper intervals, along an approved road in accordance with Baltimore County Standard Design Manual Sec. 2.4.4 Fire Hydrants, as published by the Department of Public Works.
4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation.
5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "Life Safety Code", 1994 edition prior to occupancy.

REVIEWER: LT. ROBERT P. SAUERWALD

Fire Marshal Office, PHONE 887-4881, MS-1103F

cc: File





**Maryland Department of Transportation**  
**State Highway Administration**

Parris N. Glendening  
Governor

David L. Winstead  
Secretary

Parker F. Williams  
Administrator

Date: 11-4-97

Ms. Gwen Stephens  
Baltimore County Office of  
Permits and Development Management  
County Office Building, Room 109  
Towson, Maryland 21204

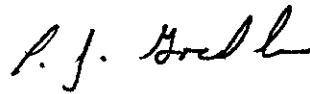
RE: Baltimore County  
Item No. 171 BR

Dear Ms Stephens:

This office has reviewed the referenced item and we have no objection to approval as it does not access a State roadway and is not affected by any State Highway Administration projects.

Should you have any questions regarding this matter, please contact Larry Gredlein at 410-545-5606 or by E-mail at (lgredlein@sha.state.md.us).

Very truly yours,

*for*   
Michael M. Lenhart, Acting Chief  
Engineering Access Permits Division

My telephone number is \_\_\_\_\_

Maryland Relay Service for Impaired Hearing or Speech  
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717  
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

BALTIMORE COUNTY, MARYLAND  
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT  
INTER-OFFICE CORRESPONDENCE

TO: PDM

FROM: R. Bruce Seeley *RBS/ys*  
Permits and Development Review  
DEPRM

SUBJECT: Zoning Advisory Committee  
Meeting Date: *11/2/98*

DATE: *11/12/98*

The Department of Environmental Protection & Resource Management has no comments for the following Zoning Advisory Committee Items:

Item #'s:

<i>171</i>	<i>179</i>
<i>172</i>	<i>180</i>
<i>175</i>	<i>99-131-A</i>
<i>177</i>	
<i>178</i>	

RBS:sp

BRUCE2/DEPRM/TXTS8P

RECEIVED NOV 13 1998

B A L T I M O R E   C O U N T Y,   M A R Y L A N D

INTEROFFICE CORRESPONDENCE

TO:        Arnold Jablon, Director  
            Department of Permits & Development  
            Management

Date:   November 9, 1998

FROM: *pub* Robert W. Bowling, Supervisor  
            Bureau of Developer's Plans Review

SUBJECT:   Zoning Advisory Committee Meeting  
            for November 9, 1998  
            Item Nos. 171, 172, 173, 174, 175,  
            177, 178, 179, 180

The Bureau of Developer's Plans Review has reviewed the subject zoning items, and we have no comments.

RWB:HJO:jrb

cc:   File

ZONE1109.NOC

RECEIVED NOV 13 1998



Baltimore County  
Fire Department

Office of the Fire Marshal  
700 East Joppa Road  
Towson, Maryland 21286-5500  
410-887-4880

November 17, 1999

Department of Permits and  
Development Management (PDM)  
County Office Building, Room 111  
Mail Stop #1105  
111 West Chesapeake Avenue  
Towson, Maryland 21204

**RECEIVED JAN 06 2000**

ATTENTION: Gwen Stephens

RE: Property Owner: SEE BELOW

Location: DISTRIBUTION MEETING OF November 1, 1999

Item No.: See Below

Dear Ms. Stephens:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

8. The Fire Marshal's Office has no comments at this time,  
IN REFERENCE TO THE FOLLOWING ITEM NUMBERS:

155, 156, 157, 158, 159, 160, 161, 162, 163,  
167, 168, and 171

REVIEWER: LIEUTENANT HERB TAYLOR, Fire Marshal's Office  
PHONE 887-4881, MS-1102F

cc: File



# BALTIMORE COUNTY, MARYLAND

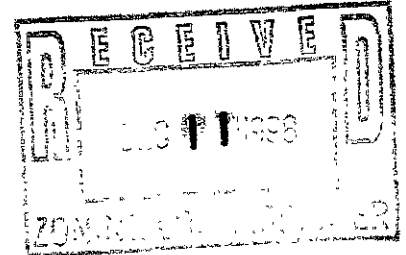
## INTER-OFFICE CORRESPONDENCE

**TO:** Arnold Jablon, Director  
Department of Permits and  
Development Management

**DATE:** December 11, 1998

**FROM:** Arnold F. 'Pat' Keller, III  
Director, Office of Planning

**SUBJECT:** Loyola High School



### INFORMATION:

**Item Number:** 171  
**Petitioner:** Loyola High School of Baltimore, Inc.  
**Property Size:** 49.05+ acres  
**Zoning:** DR 2  
**Requested Action:** Variance and Special Hearing  
**Hearing Date:** December 11, 1998

### REQUEST:

The variances and special hearing to amend Case No. 95-6A are requested to allow Loyola High School to continue to develop in accordance with a campus wide Master Plan originally adopted in 1994 by its Board of Trustees. As part of the 1994 agreement with the County to permit construction of phase one, the applicant agreed that prior to the commencement of any additional construction, they would formally put their master plan on record with the County. In accordance with that agreement, the master plan has been incorporated into the site plan accompanying these petitions as a method of putting the 1998 master plan on the public record.

Loyola High School is located within the boundaries of the Towson Community Plan, in a Community Conservation Area (outer neighborhoods) at the intersection of Charles Street and Chestnut Avenue. Charles Street is designated as a Scenic Route in the Baltimore County Master Plan 1989-2000. The Loyola campus is bordered by the residential communities of Chestnut Hills and Four Winds, to the east and south respectively, the Blakehurst Life Care Community to the north, and Baltimore County Board of Education's Administration Office (more commonly known as Greenwood) to the west. The second phase of their master plan involves both the razing of functionally outdated buildings to be replaced by the construction of new facilities, and the renovation/expansion of existing facilities. The most significant proposed new building is the new Student Activities and Athletic Center (SAAC) which will house multiple athletic functions as well as a student commons space and dining facilities.

In addition, other modifications and improvements will be made to the campus including new and relocated parking on the eastern edge of the campus along Chestnut Avenue, renovations to existing athletic fields, new grandstands, improved landscaping, relocation/re-orientation of existing playing fields and courts, and a refined internal traffic circulation plan. Additionally, because renovations are planned for Wheeler Hall, which is identified as a significant structure on the Maryland Historic Trust inventory (BA 2232), a review of any proposed alterations to that structure will require a formal review by the Baltimore County Landmarks Commission. Extensive negotiations have occurred between Loyola High School and several adjacent residential property owners in the 600 block of Chestnut Avenue regarding setbacks, landscaping, building elevations, view corridors, and traffic management. The results of those negotiations are reflected in the proposed Restrictive Covenant and Master Plan Development Agreement Covenant Agreement dated December 1998. (Attached)

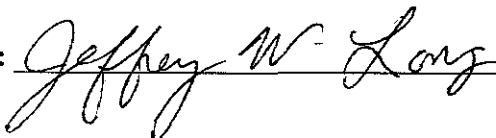
The purpose of the special hearing is twofold: 1) to amend the previously approved variance to allow for the expansion of Wheeler Hall and the construction of the Student Activities Center and 2) to allow additional parking in a DR zone. The proposed variances deal primarily with side yard setbacks, building to building setbacks, and building length. These variances are necessitated by the long range planning efforts of the applicants to locate new buildings in the center of the campus with the goal of creating a "quad" atmosphere, with athletic fields, parking, and open space on the perimeter of the campus. Since Wheeler Hall and the SAAC exceed the allowed 300 foot maximum building length, this requires that the Director of Planning make a finding of compatibility recommendation to the Zoning Commissioner pursuant to Section 26-282.

## SUMMARY OF RECOMMENDATIONS

Based on the site plan, accompanying elevation drawings and the draft covenant agreement between Loyola High School and the Chestnut Avenue residents, this office finds the proposal compatible with the surrounding community. This office recommends approval of the requested variances and special hearing with the following conditions:

1. A campus wide landscape plan shall be submitted to the Office of Planning for review and approval prior to the issuance of building permits.
2. Building elevations, including both new construction and renovation, shall be submitted to the Office of Planning for review and approval prior to the issuance of building permits.
3. A lighting plan shall be submitted to the Office of Planning for review and approval prior to the issuance of building permits.
4. A note should be provided on the site plan that designates the location of all existing and proposed accessory structures.
5. The Loyola Blakefield Restrictive Covenant and Master Plan Development Agreement dated December 1998 shall be incorporated as part of the hearing officer's order.

Section Chief:



AFK:LH:lsn



Baltimore County  
Zoning Commissioner  
Office of Planning

Suite 405, County Courts Bldg.  
401 Bosley Avenue  
Towson, Maryland 21204  
410-887-4386

December 21, 1998

G. Scott Barhight, Esquire  
Whiteford, Taylor & Preston  
210 W. Pennsylvania Avenue, 4<sup>th</sup> Floor  
Towson, Maryland 21204

Francis X. Borgerding, Jr., Esquire  
16 Stoneway Place  
Baltimore, Maryland 21236-4807

RE: PETITIONS FOR SPECIAL HEARING & VARIANCE  
NE/Corner Chestnut Avenue and Chesapeake Avenue (500 Chestnut Avenue)  
9th Election District - 4<sup>th</sup> Councilmanic District  
Loyola High School of Baltimore, Inc. - Petitioners  
Case No. 99-171-SPHA

Dear Counsel:

This is to confirm that the above-captioned matter has been continued, once again, at the request of Counsel for the Petitioners. At the first continued hearing on Monday, December 21, 1998, Counsel for the Petitioners indicated that negotiations between the parties to this case were still underway and that a resolution was expected in the very near future. Thus, the matter has been reset for a second continued hearing, to be held on Monday, January 4, 1999, at 3:00 PM in Room 407 of the County Courts Building. Again, assuming that the case was settled at the first continued hearing and all open issues resolved, the projected settlement can be placed on the record and the necessary proffer can be made for relief to be granted. However, if open issues remain, the matter will be rescheduled for further proceedings in order to provide an opportunity for testimony and evidence to be taken.

Please call me should you have any questions regarding this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lawrence E. Schmidt", is written over a horizontal line.

LAWRENCE E. SCHMIDT  
Zoning Commissioner  
for Baltimore County

LES:bjs

cc: People's Counsel; Case File





Baltimore County  
Zoning Commissioner  
Office of Planning

Suite 405, County Courts Bldg.  
401 Bosley Avenue  
Towson, Maryland 21204  
410-887-4386

December 15, 1998

G. Scott Barhight, Esquire  
Whiteford, Taylor & Preston  
210 W. Pennsylvania Avenue, 4<sup>th</sup> Floor  
Towson, Maryland 21204

Francis X. Borgerding, Jr., Esquire  
16 Stoneway Place  
Baltimore, Maryland 21236-4807

RE: PETITIONS FOR SPECIAL HEARING & VARIANCE  
NE/Corner Chestnut Avenue and Chesapeake Avenue (500 Chestnut Avenue)  
9th Election District - 4<sup>th</sup> Councilmanic District  
Loyola High School of Baltimore, Inc. - Petitioners  
Case No. 99-171-SPHA

Dear Counsel:

This is to confirm that the above-captioned matter was continued in open hearing on Friday, December 11, 1998 at the request of Mr. Barhight, Counsel for Loyola High School, Inc. As you know, Loyola has filed Petitions for Special Hearing and Variance in order to undertake proposed renovations and improvements to existing facilities on its campus in Towson.

Counsel indicated in open hearing that negotiations between the parties were ongoing and that a resolution of those negotiations was expected shortly. In view of this representation, the matter has been reset for hearing on December 21, 1998 at 9:30 AM, in Room 407 of the County Courts Building. Due to the crowded nature of my docket that morning, my schedule will permit only to receive an agreement proffered at that time. That is, assuming the case was settled at the open hearing and all open issues resolved, settlement can be placed on the record and the necessary proffer can be made for relief to be granted. However, if open issues remain, the matter will be rescheduled for further proceedings in order to provide an opportunity for testimony and evidence to be taken.

Please call me should you have any questions regarding this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lawrence E. Schmidt", is written over a horizontal line.

LAWRENCE E. SCHMIDT  
Zoning Commissioner  
for Baltimore County

LES:bjs  
cc: People's Counsel; Case File

MEMORANDUM

TO: File

FROM: LES

RE: Case No.: 99-171-SPHA

This case has come before me on four different dates(12-11-98,12-21-98,1-4-99,& 1-19-99). At each hearing, the Petitioner was represented by Scott Barhite and the Protestants by Frank Borgerding. Each time counsel has represented that they are close to an agreement but have not finalized the details and therefore request a continuance. At the last date, they apologized for failing to wrap this up and have given me a drop dead date of 1-29-99. On or before that date, they promised to provide me with a written agreement and proposed order with all necessary signatures. If I do not receive anything by that I am to set the matter in for a hearing on the merits.

SEVEN SAINT PAUL STREET  
BALTIMORE MARYLAND 21202-1626  
TELEPHONE 410 547-8700  
FAX 410 752-7092

WHITEFORD, TAYLOR & PRESTON  
L.L.P.

210 WEST PENNSYLVANIA AVENUE  
TOWSON, MARYLAND 21204-4515

410 832-2000  
FAX 410 832-2015  
www.wtplaw.com

1025 CONNECTICUT AVENUE, NW  
WASHINGTON D.C. 20036-5405  
TELEPHONE 202 659-6800  
FAX 202 551-0575

50 COLUMBIA CORPORATE CENTER  
10440 LITTLE PATUXENT PARKWAY  
COLUMBIA, MARYLAND 21044  
TELEPHONE 410 884-0700  
FAX 410 884-0719

1417 KING STREET  
ALEXANDRIA, VIRGINIA 22314-2928  
TELEPHONE 703 846-5742  
FAX 703 846-0265

G. SCOTT BARHIGHT  
DIRECT NUMBER  
410 832-2050  
gbarhight@wtplaw.com

March 5, 1999

*Via Hand Delivery*

The Honorable Lawrence E. Schmidt  
Zoning Commissioner for Baltimore County  
401 Bosley Avenue, 4th Floor  
Towson, Maryland 21204

**Re: Loyola High School of Baltimore, Inc.  
Case No. 99-171-SPHA**

Dear Mr. Schmidt:

As was agreed at the hearing, enclosed for your review and signature is a proposed Findings of Fact and Conclusions of Law for the above-referenced case, together with the Development Agreement and all exhibits which have been fully executed by all interested parties.

Should you have any questions or need additional information, please contact me.

Sincerely,



G. Scott Barhight

GSB:sll

Enclosures

cc: Francis X. Borgerding, Jr., Esquire  
Carroll A. Bodie, Esquire  
Mr. Stephen W. Whalen, Jr.

161510

PLEASE PRINT CLEARLY

PROTESTANT(S) SIGN-IN SHEET

NAME

ADDRESS

ELIZABETH H. SEXTON

Anne A. Coulbourn

Robert M. Coulbourn III

~~MR & MRS~~ WILLIAM B. SWEENEY JR.

Peggy SOUTHER

D. ROBERT ENTEN

600 Chestnut Ave. Towson 21204

505 Chestnut Ave. Towson 21204

505 Chestnut Ave. Towson 21204

409 Chestnut Ave. Towson, MD 21204

RR LRA 1A  
P.O. Box 204 Ridewood MD 21139

TOWSON  
518 CHESTNUT AVE 21204

PLEASE PRINT CLEARLY

PETITIONER(S) SIGN-IN SHEET

NAME

ADDRESS

Stephen W. Whalen, Jr.

Loyola Blakefield, Charles St @ Chestnut  
Towson, MD 21204

~~Scott Burgholt~~

- Scott Burgholt  
- Frank Borden



1/27/99

**DEVELOPMENT AGREEMENT**

This Development Agreement (the "Agreement") is made this 2<sup>nd</sup> day of ~~January~~ <sup>March</sup>, 1999, by and among LOYOLA HIGH SCHOOL OF BALTIMORE, INC., a non-profit Maryland corporation ("Loyola"), and the following property owners (collectively, the "Residents"):

D. Robert and Joanne M. Enten  
518 Chestnut Avenue  
Towson, Maryland 21204

John M. and Valerie Hodge-Williams  
608 Chestnut Ave  
Towson, Maryland 21204

Carlton C. and Elizabeth H. Sexton  
600 Chestnut Avenue  
Towson, Maryland 21204

Herbert B. and Miriam L. Mittenthal  
507 Chestnut Avenue  
Towson, Maryland 21204

Eugene L. Wolfe, Jr. and Mary R. Wolfe  
602 Chestnut Avenue  
Towson, Maryland 21204

Robert M. Coulbourn, III  
and Anne A. Coulbourn  
505 Chestnut Avenue  
Towson, Maryland 21204

Sarah P. Daignault  
606 Chestnut Avenue  
Towson, Maryland 21204

John R. and Kristen M. Kelly  
604 Chestnut Avenue  
Towson, Maryland 21204

Dawson L., Jr., and Patricia Farber  
614 Chestnut Avenue  
Towson, Maryland 21204

B. Franklin, IV, and Bonnie Hearn  
616 Chestnut Avenue  
Towson, Maryland 21204

Raymond E. and Margaret Boulay  
520 Chestnut Avenue  
Towson, Maryland 21204

Daniel D. and Mary Beth Blasser Dietrick  
610 Chestnut Avenue  
Towson, Maryland 21204

Erwin and Frances Huber  
620 Chestnut Avenue  
Towson, Maryland 21204

**EXPLANATORY STATEMENT**

A. Loyola owns certain property on the northwest corner of North Charles Street and Chestnut Avenue in Towson, Baltimore County, Maryland comprising three (3) contiguous tax parcels, and more particularly described in a legal description on *Exhibit A* attached hereto and incorporated by reference herein (the "Property").

B. Over time, Loyola desires to continue to develop different sites on the Property for education purposes as more fully described on the Plan, referenced below. To that end, Loyola has submitted a Petition for Special Hearing and Variances (the "Petition") in order to obtain the necessary zoning approval for certain improvements as set forth in such Petition and Plat to Accompany said Petition in Case No. 49-171<sup>SPHA</sup> (the <sup>G13</sup> "Plan") (collectively referred to as *Exhibit B*).

C. Loyola desires the Residents to support its Petition and the Plan, and the Residents have agreed to such support in return for certain covenants and restrictions to be placed upon the Property by Loyola, in substantially the same form as attached hereto and incorporated herein as *Exhibit C* entitled the Declaration of Restrictive Covenants (the "Covenants"). Loyola also desires the Residents to support its request for exemption from the Baltimore County Development Regulations submitted to the Design Review Committee (the "DRC").

D. Loyola is willing to agree to the terms, conditions and restrictions contained in this Agreement, including the Covenants, in return for the Residents' support at the Baltimore County Zoning Commissioner's hearing and at any other or subsequent hearing relating to the Petition or the Plan, as well as the Residents' support for the DRC exemption. Loyola will record the Covenants in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, this Agreement is agreed to by the parties herein for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, as follows:

1. Residents' Support. In consideration for Loyola's execution of this Agreement, and the Covenants and the mutual promises and assurances herein contained, all of the Residents jointly and individually hereby agree to provide their support, in writing and/or in person (directly, or through their designated and duly authorized attorney and/or spokesperson), for Loyola's Petition and Plan as reflected on the Plat attached to the Petition, before the Baltimore County Zoning Commissioner at the hearing scheduled for 3:00 p.m., Tuesday, January 19, 1999 (or at a subsequent hearing date or dates should the January 19, 1999 date for any reason be continued), and, further, at any requisite governmental department, agency or appeals board meeting or hearing, or before any court(s) of jurisdiction, as well as at any community forum or meeting, whether formal or informal. The Residents also agree to provide their support, in writing and/or in person (directly or through their designated and duly authorized attorney and/or spokesperson), for Loyola's DRC exemption request. The support required of the Residents includes any subsequent actions required of and/or taken by Loyola at any time in the future to proceed consistent with the approved Plan, upon reasonable notice and at reasonable times. Loyola is materially and substantially relying on the consent, support, and assurances of all the Residents as contained herein as its inducement to execute this Agreement and the Covenants. If such consent, support, and assurances are not provided by the Residents, Loyola may immediately terminate this Agreement and the Covenants, and/or exercise any other remedies permitted by this Agreement or by law.

2. Construction Activities. Loyola expects to begin activities to construct the expansion of Kennedy Field House, to be known as the Student Activities and Athletic

Center, as soon as practical. With regard to this construction, and any other construction engaged in as a result of the approved Petition and Plan, Loyola agrees that no outdoor construction activity, or any construction activity generating noise audible off the Property, shall commence before 7:00 a.m. weekdays, or 8:00 a.m. Saturdays. All such construction activities shall conclude by 5:00 p.m. weekdays and 4:00 p.m. Saturdays. No such construction activity may occur on Sundays. Construction workers may arrive and set up for work up to one hour before the designated starting times but there shall be no audible outside machinery or equipment noise prior to the designated starting times. To the maximum extent feasible and practical, all construction traffic, equipment arrival and departure and materials delivery shall arrive and depart the Property via the Charles Street entrance.

3. Traffic, Parking and Access. Loyola and the Residents will retain the traffic engineering firm, The Traffic Group, to evaluate the proposed traffic and parking solutions proposed by Loyola on *Exhibit D* hereto, entitled "Loyola Blakefield Traffic and Parking Issues - October 28, 1998" and incorporated herein by reference. Loyola will pay the costs of the study, but the engineer shall be engaged by both Loyola and the Residents. The Residents shall have full access to communicate with the traffic engineer and meetings with the traffic engineer will include both Loyola and the Residents. In order to facilitate this communication, the Residents shall identify two (2) representatives who will be the primary communication link with the traffic engineer. Loyola agrees that it will not convert the existing Chestnut Avenue tennis courts into parking as envisioned by the Petition and Plan until the results of the traffic study have been received from the traffic engineer and studied by all parties. However, in no event

will Loyola commence conversion of the tennis courts into parking prior to January 1, 2000. Loyola further agrees that it will not convert the tennis courts into parking unless the traffic engineer determines that the conversion, in conjunction with the other items proposed to be implemented per *Exhibit D*, along with the inclusion of any other recommendations which the traffic engineer may make, will not significantly increase traffic on Chestnut Avenue as a result of these changes. The traffic engineer may examine all factors deemed significant including enrollment trends, Loyola's construction plans, and other relevant information. Loyola shall use its best efforts to implement the proposals of the traffic engineer in its study as soon as practical after receipt of the final report of the traffic engineer. It is anticipated that the traffic study will be completed by March 31, 1999.

4. Enrollment. Loyola agrees that for the first five (5) year period from the date of this Agreement, its total student enrollment on the Property shall not exceed 960 students. Furthermore, for the second five (5) year period from the date of this Agreement, its total student enrollment on the Property shall not exceed 990 students. Within fifteen (15) days of written request from the Residents, but at a frequency not to exceed once annually, Loyola will provide its actual student enrollment figures to the Residents and certify such figures to be true and correct.

In the event Loyola acquires or leases additional land, and/or building facilities, beyond the current boundaries of the Property, which are adjacent to or within reasonable walking distance of the Property, the enrollment limits shall be proportionally increased by the ratio of developable land acquired and/or leased as a percentage of the approximately forty-five (45) developable acres comprising the existing Property.

5. New Charles Street Drop-Off. Loyola will utilize its best efforts to complete the proposed student drop-off and pick-up loop off the Charles Street entrance by September, 1999, subject to governmental approvals and permits and reasonable construction delays beyond Loyola's control.

6. Condition Precedent. This Agreement and the Covenants are subject to and contingent upon Baltimore County, Maryland, or any other appropriate agencies, fully, finally and unappealably approving the Petition and Plan, and the written confirmation of the DRC exemption. In the event that all these items are not granted as petitioned and requested, or if the Zoning Commissioner's decision or the DRC decision is appealed by any one for any reason, then this entire Agreement and the Covenants shall automatically be null and void. Within thirty (30) days following the passage of their respective appeal periods, no appeal having been filed from the zoning order and DRC confirmation, Loyola shall record the Covenants among the Land Records of Baltimore County, Maryland which Covenants shall then become part of this Agreement. Furthermore, if at any time prior to the vesting of the Petition and Plan, the Property is rezoned or Baltimore County law is amended in such a manner as to prohibit or preclude the construction, uses and/or occupancy contemplated by the Petition and Plan, then this Agreement and the Covenants shall automatically be null and void.

7. Landscaping. Subject to any Baltimore County Landscaping and Development Regulations and Requirements, Loyola shall provide the landscaping as identified on the attached Landscape Plan ("*Exhibit E*").

Loyola shall maintain shrubs and trees planted on the Property pursuant to the Landscape Plan approved by Baltimore County in reasonable condition for the entire term of this Agreement. Trees and shrubs planted by Loyola on Residents' property shall be maintained and replaced by Loyola at the specific request of the Residents owning such properties for a period of five (5) years from the date of installation. The Residents shall provide explicit permission for access for this maintenance and replacement activities by Loyola, its agents, employees and contractors, as necessary on a case by case basis. Loyola shall not be responsible for landscaping planted on Residents' properties to which Loyola is later denied reasonable access for landscaping maintenance. Loyola's right of access pursuant to this Paragraph shall be provided on a case by case basis and does not constitute an easement or any type of encumbrance on the Residents' properties. Five (5) years after the date of installation, the Residents shall thereafter be responsible for maintenance and replacement of landscaping planted by Loyola on their respective properties, but the Residents shall be under no affirmative obligation to perform such maintenance or replacement.

Notwithstanding the provisions of Paragraph 20 of this Agreement to the contrary, the landscaping as identified on the attached *Exhibit E* may be modified as to any portion thereof which abuts the current residences of Mr. and Mrs. Enten (518 Chestnut Avenue), Mr. and Mrs. Boulay (520 Chestnut Avenue) and Dr. and Mrs. Sexton (600 Chestnut Avenue), upon the consent of Loyola and the then adjacent Resident.

Notwithstanding the provisions of Paragraph 18 of this Agreement to the contrary, as to the landscaping as identified on the attached *Exhibit E*, only Mr. and Mrs. Enten, Mr. and Mrs. Boulay and Dr. and Mrs. Sexton shall have the right to enforce this Paragraph 7 as it directly affects their individual properties. The Successors, as defined in Paragraph 19, of Mr. and Mrs. Enten, Mr. and Mrs. Boulay and Dr. and Mrs. Sexton shall not have the right to enforce this Paragraph 7 unless they meet the requirements set forth in Paragraph 19 of the Agreement.

8. Parking Lot Lighting. The lights on the parking lots adjacent to Chestnut Avenue shall not be lit on a regular nightly basis, but only for events at Loyola which actually require the use of said parking lots after dark.

9. Student Activities and Athletic Center ("SAAC").

Berm: The existing earth berm at the north end of the SAAC shall be preserved or replaced to no less than the height of its existing ridge line. The SAAC building may cut into the south side of the berm as long as the minimum existing ridge line height is maintained. The north wall of the SAAC may be designed as a retaining wall against the south side of the berm if Loyola so desires.

Setbacks: The eleven foot (11') side yard variance requested along the east Property line shall only apply to the replacement of the existing locker room portion of the building along the Enten property. As shown on the Plan, all of the proposed four (4) court fieldhouse section of the SAAC maintains a minimum thirty foot (30') setback or greater.

Roof: Both the north end and the south end of the new four (4) court fieldhouse portion of the SAAC shall have a modified hip roof end design to help alleviate the impact of building size.

Skylights: There shall be no dormers or windows on the north end wall, on the east side wall, on the north end of the roof, or on the east side of the roof of the new four (4) court fieldhouse. Skylights may be installed on the east side of the roof ridge line, only as long as they are essentially flat to the roof and do not extend further than six (6') feet east of the roof ridge line, measured on a horizontal plane from the roof ridge line. A skylight may also be installed vertically in the gable end of the modified hip roof on the north end of the building, immediately below the roof ridge.

Enten Rear Yard: Windows directly behind the Enten rear yard in the flat roof section of the proposed fitness area of the SAAC shall be inoperable and translucent or obscured glass and shall be properly screened by sufficient landscaping placed on both sides of the Enten/Loyola property line to preserve the Enten's privacy and minimize light transmission onto the Enten's property from inside the fitness center. The above provision with regard to the Enten Rear Yard is subject to modification by agreement of Loyola and D. Robert Enten and Joanne M. Enten. Modification with regard to the Enten Rear Yard is not subject to the three-fourths ( $\frac{3}{4}$ ) majority approval of the Residents as described in Paragraph 20 of this Agreement.

Lights: Except for lighting specifically required by governmental building and safety codes, no exterior building floodlights or spot lights shall be provided on the east side of the SAAC and the north end of the four (4) court gymnasium, from the Enten's property northward. Any lighting provided shall be for emergency use only and shall not be activated by photocell or timeclock.

HVAC: All exterior heating, ventilating, and air conditioning equipment, if roof-mounted, shall be west of the roof ridge line of the four (4) court fieldhouse and/or ground-mounted on the west side of the SAAC building.

Shed Access: All access to the one (1) story shed addition to the east side of the four (4) court fieldhouse shall be from inside the fieldhouse only. Exterior access shall not be permitted.

Building Envelope: The building envelope on the east side and the north end of the SAAC as shown on the Plan shall exactly coincide with the actual footprint proposed. The maintenance and storage/parking area shown in the north west corner of the SAAC on the Plan as potential future building area may be utilized for future building expansion as long as any such addition is compatible in size, scale, height, architecture and use with the SAAC building as presently proposed. The same berm, lighting and window restrictions that apply to the SAAC shall apply to any building expansion of the SAAC in this location.

10. Accessory Buildings - North Fields. Loyola agrees not to construct any Buildings on the North Fields, as identified on *Exhibit B*, except as indicated on *Exhibit B*.

11. Residential Transition Area. The parties agree that the development shown on *Exhibit B* is excepted from the Residential Transition Area ("RTA") requirements of the Baltimore County Zoning Regulations (Section 1B01.1.B, et seq.). No other RTA issues are resolved by this Agreement. In the event that the provisions of the

Covenants regarding exterior lighting or athletic field lighting expire (see Covenants, Paragraphs 1 and 3), then if Loyola proposes any such lighting previously prohibited, and if the RTA requirements remain in effect, then Loyola shall file a Petition for Special Hearing with the Zoning Commissioner of Baltimore County, or his successor, to determine the applicability of the RTA requirements. The parties acknowledge that there is no specific agreement regarding the applicability of the RTA requirements to Hargaden Field or the North Fields.

12. North Field Bleachers. When and if Loyola intends to erect permanent bleachers on the North Fields, Loyola agrees to submit plans for such construction to the Residents at least sixty (60) days prior to the commencement of said construction. Loyola agrees to discuss the comments of the Residents in good faith and consider alternatives to said plans as Loyola deems reasonable in its sole discretion.

Any such permanent bleachers constructed east of the longitudinal north/south center line of the existing macadam running track shall be constructed within the "Permanent Bleachers" envelope area indicated on *Exhibit B* and shall be no higher in elevation than the highest point of the current grade located within said envelope area (elevation 446). Furthermore, on written request from any Resident whose property directly abuts the location where Loyola actually erects said permanent bleachers, Loyola shall install a landscaping screen running the full length of the actual bleacher construction area consisting of bushes and/or evergreen trees no greater than 8 feet in height. Notwithstanding the provisions of Paragraph 20 of this Agreement to the contrary, this landscaping is subject to modification upon the agreement of Loyola and the Residents adjacent to the proposed bleachers. Such landscaping shall be

located in the area between the bleacher envelope and the Loyola/Residents' shared property line, and shall be planted within four (4) months of written request, subject to weather conditions and seasonal planting considerations. Permanent bleachers proposed for construction on the North Fields west of the longitudinal north/south center line of the existing macadam running track shall not be subject to specific restrictions, but Loyola shall nonetheless comply with the provisions of the first two (2) sentences of this Paragraph 12 in regard to such proposed permanent bleacher construction.

13. Hargaden Field Bleachers. The parties acknowledge that the existing Hargaden Field Bleachers are to be modified. Loyola agrees that the new Hargaden Field Bleachers will not be any closer to the Enten property line (518 Chestnut Avenue) than the existing Hargaden Field Bleachers, or five feet, whichever distance is closer. The height of the future Hargaden Field Bleachers shall also not exceed the height of the current Hargaden Field Bleachers. Notwithstanding the provisions of Paragraph 20 of this Agreement to the contrary, this paragraph 13 may be modified upon the consent of Loyola and the then resident of 518 Chestnut Avenue. If the then resident of 518 Chestnut Avenue is not Mr. and Mrs. Enten, then the then resident may only be able to exercise their rights to enforce this portion of the Agreement if they have agreed to be bound by this Agreement in accordance with Paragraph 19.

14. Amendment of Plan. Loyola reserves the absolute right, subject to applicable governmental zoning and development regulations and to the applicable terms of this Agreement, to change, modify, and amend its Plan and development plans, from time to time and at any time, and to build or not to build any building(s), structure(s), and/or site improvement(s) for which it has all requisite permits and

approvals, and which are not in conflict with the terms of this Agreement. Loyola agrees to submit any amendments to the Plan to the Residents for their review and comment at least fifteen (15) days prior to formal submittal of such amendment to the Plan to Baltimore County for approval. The Residents reserve the absolute right to oppose any and all changes to the Plan as described in *Exhibit B* before the Baltimore County Zoning Commissioner or any other governmental agency required to review the changes to the Plan.

15. Notices. All notices shall be deemed properly delivered hereunder if sent by certified mail, postage prepaid, or if hand-delivered. The date of notice shall be the date of hand-delivery and receipt thereof by the receiving party, or the postmark date, if delivered by United States mail. The notice addresses for the Residents shall be the addresses indicated in the opening paragraph of this Agreement. Notice address for Loyola is as follows:

Office of the President  
Loyola Blakefield  
P.O. Box 6819  
Towson, Maryland 21285

with copies to the Chairman of the Board of Trustees, and the Chairman of the Building and Grounds Committee, at the same address. If any party changes its address, it shall notify every other party of such address change, in writing, in accordance with this Paragraph 15. If any party transfers title to the properties at the addresses described herein, the notice of the new owner shall be provided in writing, in accordance with Paragraph 15.

16. Termination at Maturity. This Agreement and the Covenants shall automatically terminate, to the same effect as if they had never been made, on the date

twenty-five (25) years from the execution date hereof, except where a longer period is expressly specified, and shall thereafter be of no further force or effect, without requirement of any further action or documentation from any party. When the Agreement and the Covenants expire, no inferences regarding any rights or obligations shall be drawn by any party.

17. Termination by Sale or Transfer. In the event Loyola shall sell or transfer ownership of the Property to a third party or parties not affiliated with Loyola, and the Property is not to be used for an educational purpose, then, on the date of conveyance, this Agreement and the Covenants shall terminate irrevocably and thereafter be of no further force or effect, without requirement of any further action or documentation from any party. In the event Loyola shall sell or transfer ownership of a portion of the Property to an unaffiliated third party or parties and that portion of the Property sold or transferred is not to be used for an educational purpose, then, on the date of conveyance, this Agreement and the Covenants shall terminate irrevocably and be of no further force or effect in regard only to that portion of the Property actually sold or transferred, without requirement of any further action or documentation from any party.

18. Enforcement. In the event that any party to this Agreement and/or the Covenants, jointly and/or severally, is required to retain legal counsel and/or file suit or bring litigation or seek administrative action to enforce their rights under this Agreement and/or the Covenants against the other party, then each party shall be responsible for its own attorneys' fees, costs and litigation expenses.

All parties have full rights to enforce this Agreement and/or the Covenants before an appropriate court, including the right to seek injunctive relief. All rights of

enforcement and termination under this Agreement and/or the Covenants are cumulative.

No suit or litigation, or administrative action, shall be filed in conjunction with the enforcement of this Agreement and/or the Covenants, nor shall any notice of termination be effective, however, unless the complaining party has provided at least thirty (30) days' written notice of the specific complaint or issue, and the party receiving such Notice has failed to commence to cure such complaint and diligently and continuously pursue such cure within the thirty (30) day period stipulated.

19. Miscellaneous Subject to other provisions in this Agreement to the contrary, the parties to this Agreement and the Covenants hereby bind their heirs, successors, assignees, personal representatives, legatees, members and officers to the faithful performance of this Agreement and the Covenants. Notwithstanding any provision of the Agreement or the Covenants to the contrary, the Agreement and the Covenants shall not inure to the benefit of the heirs, successors, assigns, personal representatives, legatees, members or officers of the Residents ("Successors") unless said Successors agree, in writing, to be bound by the Agreement to the same extent as a Resident under this Agreement, in which case, the Covenants shall inure to their benefit.

Should any paragraph, covenant, restriction or other provision of this Agreement and/or the Covenants be held invalid, illegal, or unenforceable, that finding shall have no effect on any other provision of this Agreement and/or the Covenants.

Failure, in any instance, to enforce any of the restrictions and conditions contained in this Agreement and/or the Covenants, shall not, in and of itself, constitute

a waiver or estoppel of the right to enforce the identical or any other restriction or condition in the event of another violation occurring prior or subsequent to the particular failure to enforce.

Any waiver of any portion of this Agreement and/or the Covenants shall be in writing and shall bind the respective parties, heirs, successors and assigns.

All parties waive their respective rights to trial by jury.

Loyola represents that it has title to the Property and that it has authority to enter into this Agreement.

This Agreement may not be recorded in the Land Records of Baltimore County, Maryland.

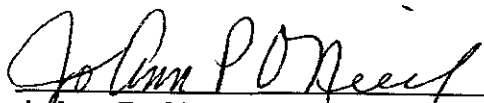
TIME IS OF THE ESSENCE OF THIS AGREEMENT.

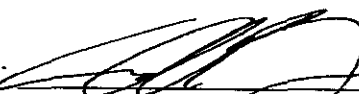
20. Modification. This Agreement contains the full and final agreement among the parties and neither they nor their agents shall be bound by any terms, conditions, restrictions, representations, modifications, amendments, or other items, not specifically written in this Agreement or specifically referenced herein. Any modification or addendum shall be in writing, executed by all required parties. Any modification of any obligation of the Residents shall be executed by all the parties to this Agreement. Any modification of any obligation of Loyola shall be executed by Loyola and three quarters ( $\frac{3}{4}$ ) of the Residents provided that D. Robert Enten and Joanne M. Enten (the "Entens") are included within said three quarters ( $\frac{3}{4}$ ) executing such modification, and each Resident household has one vote per address. The heirs, successors and assigns of the Entens shall enjoy the rights contained in this Paragraph 20, provided that they agree in writing to be bound by this Agreement as described in Paragraph 19.

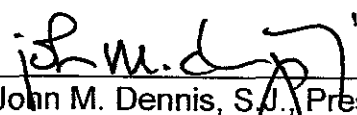
WITNESS the hands and seals of the parties to this Agreement on the date and  
year first above written:

ATTEST/WITNESS

LOYOLA HIGH SCHOOL OF  
BALTIMORE, INC.

  
JoAnn P. O'Neill, Assistant Corporate  
Secretary

By:  (SEAL)  
Carroll A. Bodie, Chairman of the  
Board of Trustees

By:  (SEAL)  
John M. Dennis, S.J., President

(Signatures continued on page 17)

## WITNESS:

Liane D. Mordaux

Liane D. Mordaux

Sarah P. Daignault

Beverly J. Kaufman

Beverly J. Kaufman

Beverly J. Kaufman

Beverly J. Kaufman

Beverly J. Kaufman

Sarah P. Daignault

Sarah P. Daignault

Sarah P. Daignault

## RESIDENTS:

D. Robert Enten (SEAL)

Joanne M. Enten (SEAL)

Carlton C. Sexton (SEAL)

Elizabeth H. Sexton (SEAL)

Eugene L. Wolfe, Jr. (SEAL)

Mary R. Wolfe (SEAL)

Sarah P. Daignault (SEAL)

Dawson L. Farber, Jr. (SEAL)

Patricia S. Farber (SEAL)

Raymond E. Boulay (SEAL)

Margaret Boulay (SEAL)

WITNESS:

RESIDENTS:

(continued)

Saeal P. DapraetErwin Huber (SEAL)  
Erwin HuberSaeal P. DapraetFrances Huber (SEAL)  
Frances HuberSaeal P. DapraetJohn M. Hodge-Williams (SEAL)  
John M. Hodge-WilliamsSaeal P. DapraetValerie Hodge-Williams (SEAL)  
Valerie Hodge-WilliamsSaeal P. DapraetHerbert B. Mittenthal (SEAL)  
Herbert B. MittenthalSaeal P. DapraetMiriam Mittenthal (SEAL)  
Miriam L. MittenthalBeverly J. KaufmanRobert M. Coulbourn III (SEAL)  
Robert M. Coulbourn, IIIBeverly J. KaufmanAnne A. Coulbourn (SEAL)  
Anne A. CoulbournBeverly J. KaufmanJohn R. Kelly (SEAL)  
John R. KellyBeverly J. KaufmanKristen M. Kelly (SEAL)  
Kristen M. KellySaeal P. DapraetB. Franklin Hearn, IV (SEAL)  
B. Franklin Hearn, IV

WITNESS:

RESIDENTS:

(continued)

Sarah P. Delpaew

Bonnie Hearn (SEAL)  
Bonnie Hearn

Sarah P. Delpaew

Daniel D. Dietrick (SEAL)  
Daniel D. Dietrick

Sarah P. Delpaew

Mary Beth Blasser Dietrick (SEAL)  
Mary Beth Blasser Dietrick

155322v9

**LOYOLA HIGH SCHOOL**  
BLAKEFIELD  
P. O. BOX 6819  
TOWSON, MARYLAND 21285-6819

February 15, 1999

**TO:** The Residents  
**FROM:** Stephen W. Whalen, Jr., Chairman,  
Loyola Building and Grounds Committee

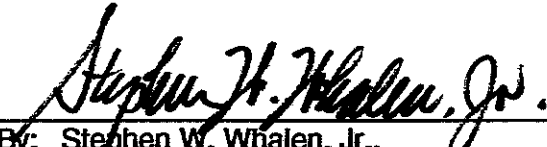
Relative to the provisions of the Development Agreement executed 3 / 2 / 99 between Loyola and the Residents, please be further assured as follows regarding timing of agreed-upon landscaping installation:

- 1) Landscaping to be installed by Loyola per the terms of the Development Agreement on the Enten, Boulay and Sexton properties shall be installed on or before 12/31/99.
- 2) Landscaping to be installed by Loyola on Loyola's property as screening for the Student Activities and Athletic Center ("SAAC"), and the Hargaden Field bleachers shall be installed as soon as possible, but in any event, within three (3) months of completion of construction of the SAAC, and the Hargaden Field bleachers, respectively, subject only to weather conditions and seasonal planting considerations.
- 3) Landscaping to be installed as screening of the Chestnut Avenue parking lots proposed in the Development Agreement and the related Plan shall be installed within three (3) months of completion of construction of the Chestnut Avenue parking lots, subject only to weather conditions and seasonal planting considerations.

The Residents may rely on this assurance letter to the same effect as if it had been incorporated within the Development Agreement.

Sincerely,

LOYOLA HIGH SCHOOL OF BALTIMORE, INC.

 (SEAL)  
By: Stephen W. Whalen, Jr.,  
Chairman, Building and Grounds Committee

**EXHIBIT A**

**PROPERTY DESCRIPTION**

FROM THE OFFICE OF  
GEORGE WILLIAM STEPHENS, JR., & ASSOCIATES, INC.  
ENGINEERS  
658 KENILWORTH DRIVE, SUITE 100, TOWSON, MARYLAND 21204

Description to Accompany Variance Petition and Special Hearing  
Loyola High School Blakefield

DATE: 10/15/98  
Page -1-

Beginning at a point on the on the centerline of Chestnut Avenue, said point being North 48 degrees 48 minutes 41 seconds East 231.95 feet more or less, from a point formed by the intersection of the centerlines of Charles Street and Chestnut Avenue thence leaving said point of beginning along the westerly right-of-way of Chestnut Ave, along the following 41 courses:

1. North 87 degrees 44 minutes 00 seconds West 20.00 feet,
2. South 60 degrees 16 minutes 01 seconds West 182.00 feet to a point on the northerly right-of-way of Charles Street,
3. Continuing along the northerly right-of-way of Charles Street, on a curve to the left having a radius of 653.11 feet an arc length of 138.09 feet, said curve being subtended by a chord having a bearing and distance of North 46 degrees 34 minutes 55 seconds West 137.83 feet,
4. North 30 degrees 36 minutes 57 seconds East 20.00 feet,
5. North 59 degrees 23 minutes 03 seconds West 28.50 feet,
6. South 30 degrees 36 minutes 57 seconds West 20.00 feet,
7. North 59 degrees 23 minutes 04 seconds West 166.17 feet,
8. Continuing along the northerly right-of-way of Charles Street, on a curve to the right having a radius of 904.93 feet an arc length of 422.49 feet, said curve being subtended by a chord having a bearing and distance of North 46 degrees 00 minutes 33 seconds West 418.66 feet,
9. North 32 degrees 58 minutes 04 seconds West 139.85 feet,
10. North 34 degrees 03 minutes 30 seconds West 41.56 feet,
11. North 55 degrees 10 minutes 57 seconds East 52.00 feet
12. North 37 degrees 34 minutes 04 seconds West 110.08 feet,
13. South 49 degrees 40 minutes 56 seconds West 58.00 feet,
14. North 43 degrees 24 minutes 59 seconds West 104.76 feet,
15. North 53 degrees 21 minutes 56 seconds East 20.00 feet
16. North 36 degrees 38 minutes 04 seconds West 20.00 feet,
17. South 53 degrees 21 minutes 56 seconds West 20.00 feet
18. North 41 degrees 02 minutes 02 seconds West 14.00 feet,
19. Thence leaving the northerly right-of-way of Charles Street, North 24 degrees 45 minutes 01 seconds East 1271.50 feet,
20. North 24 degrees 17 minutes 37 seconds East 88.14 feet,
21. North 68 degrees 35 minutes 17 seconds West 382.92 feet,
22. North 33 degrees 16 minutes 42 seconds East 203.90 feet,
23. North 32 degrees 38 minutes 49 seconds East 148.80 feet,
24. South 57 degrees 21 minutes 11 seconds East 109.09 feet,
25. North 73 degrees 18 minutes 42 seconds East 76.62 feet,
26. North 96 degrees 12 minutes 52 seconds East 98.89 feet,
27. South 78 degrees 35 minutes 28 seconds East 99.59 feet,
28. South 99 degrees 46 minutes 59 seconds East 79.31 feet,
29. South 78 degrees 16 minutes 42 seconds East 139.56 feet,
30. South 84 degrees 04 minutes 01 seconds East 77.62 feet,

31. South 86 degrees 04 minutes 22 seconds East 86.53 feet,
32. North 85 degrees 43 minutes 46 seconds East 100.79 feet,
33. North 81 degrees 29 minutes 55 seconds East 70.88 feet,
34. South 51 degrees 45 minutes 25 seconds East 229.73 feet,
35. South 65 degrees 29 minutes 05 seconds East 150.50 feet,
36. South 37 degrees 44 minutes 55 seconds West 474.21 feet,
37. South 37 degrees 47 minutes 01 seconds West 315.40 feet,
38. South 65 degrees 15 minutes 59 seconds East 378.08 feet, to the centerline of Chestnut Avenue,
39. Continuing southerly along the centerline of Chestnut Avenue, South 29 degrees 10 minutes 01 seconds West 90.50 feet,
40. South 24 degrees 25 minutes 01 seconds West 644.84 feet,
41. South 02 degrees 16 minutes 01 seconds West 505.00 feet, to the point of beginning.

Containing 49.05 Acres of land more or less.

**Note: The above description is based on deed information and does not reflect a field run boundary survey and is not to be used for contracts of sale or conveyances.**

EXHIBIT B

**LIGHTING PLAN**

to

DECLARATION OF RESTRICTIVE COVENANTS

**EXHIBIT B**

**DEVELOPMENT PLAN**

GREENWOOD ROAD  
N 33°16'42" E 203.90'

N 32°38'49" E 148.80'

S 67°21'11" E 108.09'

N 73°39'42" E 168.62'

N 26°10'32" E 98.99'

S 78°36'29" E 98.59'

S 88°44'51" E 97.7931'

S 78°18'42" E 109.56'

S 87°11'52" E 111.62'

CRESPIEN REAL ESTATE  
BLACKHILLS REALTY  
TOWSON, MD 21204  
#220.229.8808  
F508

S 86°04'32" E 96.8353'

N 85°34'49" E 100.718'

N 87°55'55" E 107.256'

S 57°48'29" E 229.79'

S 88°33'30" E 180.50'

NORTH FIELDS

LOYOLA HIGH SCHOOL - BLAKEFIELD  
EXHIBIT B PAGE 1 OF 2

--- N 24°17'37" E 85.14'

64.14'

N 85°04'59" W 729.89'

SCALE: 1"=100'

122.59'  
S 37°41'50" W 747.21'

KELLY, JOHN R. &  
604 CRESPIEN AVE.  
TOWSON, MD 21204  
108431100

ALEXANDER, T. A.  
608 CRESPIEN AVE.  
TOWSON, MD 21204  
5552182

JONAS, VALERIE A.  
608 CRESPIEN AVE.  
TOWSON, MD 21204  
#409.220.7220  
/10841618

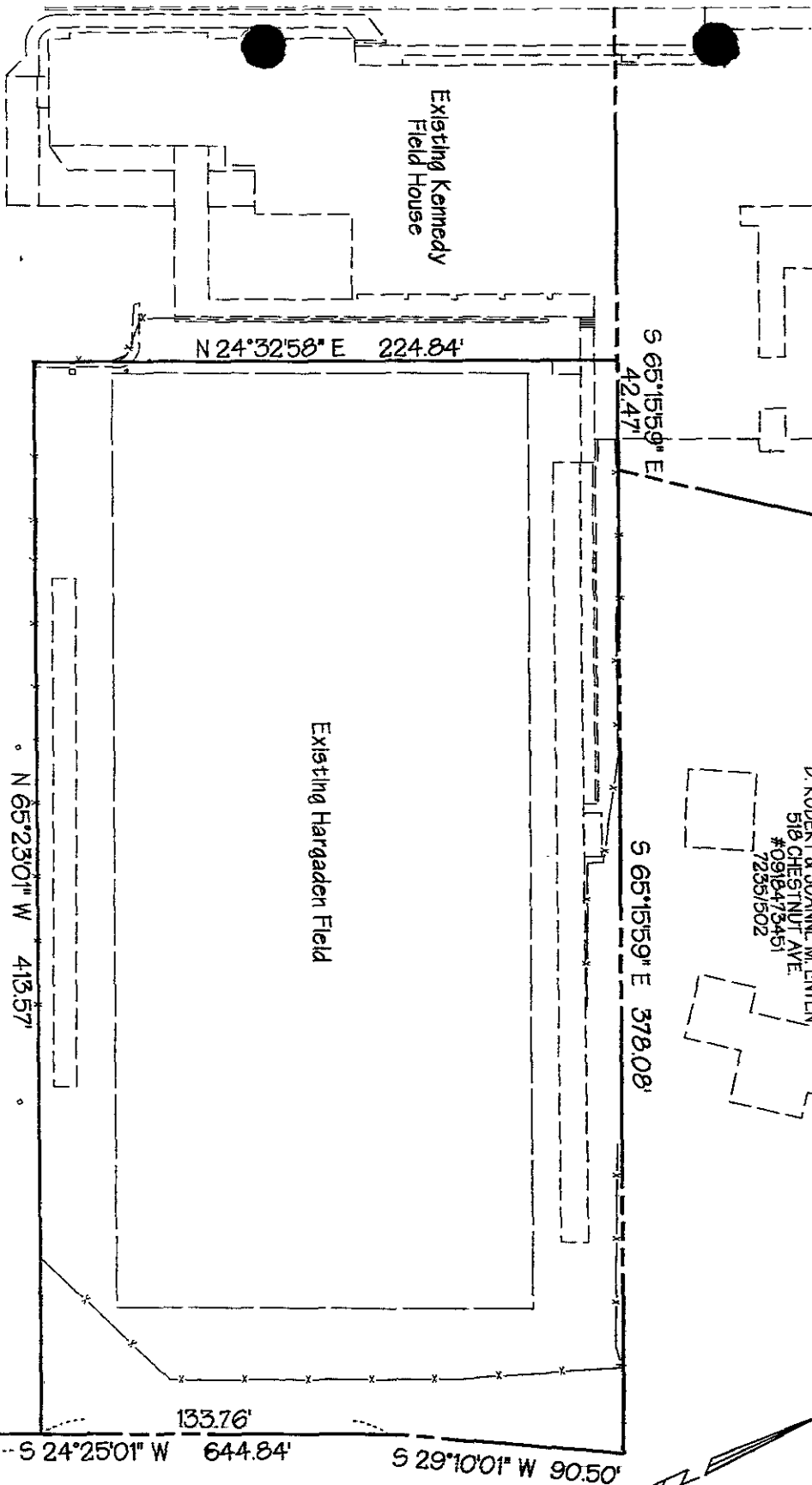
ENGINE L, JR. &  
602 CRESPIEN AVE.  
TOWSON, MD 21204  
#409.220.7220  
10841618

915 CRESPIEN AVE.  
TOWSON, MD 21204  
#409.220.7220  
10841618



GEORGE WILLIAM STEPHENS, JR.  
AND ASSOCIATES, INC.  
CIVIL ENGINEERS & LAND SURVEYORS

686 KENILWORTH DRIVE, SUITE 100  
TOWSON, MARYLAND 21204  
(410) 825-8120



SCALE: 1"=50'

LOYOLA HIGH SCHOOL - BLAKEFIELD  
EXHIBIT B  
PAGE 2 OF 2

MITTENTHAL HERBERT B. &  
MIRIAM L.  
507 CHESTNUT AVE.  
#1700011973  
51621742

BECKER G. WILLIAM &  
THERESA A.  
812 CHESTNUT GLEN GARTH  
#1800004614  
60891844

EXHIBIT

B

**EXHIBIT C**

**DECLARATION OF RESTRICTIVE COVENANTS**

## DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS, made as of this \_\_\_\_ day of \_\_\_\_\_, 1999, by and between LOYOLA HIGH SCHOOL OF BALTIMORE, INC., a Maryland non-profit corporation, "Grantor" and the current Owners of the following residential properties described below "Grantees":

D. Robert and Joanne M. Enten  
518 Chestnut Avenue  
Towson, Maryland 21204  
Liber 7235, folio 502

John M. and Valerie Hodge-Williams  
608 Chestnut Ave  
Towson, Maryland 21204  
Liber 7885, folio 619

Carlton C. and Elizabeth H. Sexton  
600 Chestnut Avenue  
Towson, Maryland 21204  
Liber 7595, folio 136

Herbert B. and Miriam L. Mittenthal  
507 Chestnut Avenue  
Towson, Maryland 21204  
Liber 5762, folio 742 and Liber 5939, folio 711

Eugene L. Wolfe, Jr. and Mary R. Wolfe  
602 Chestnut Avenue  
Towson, Maryland 21204  
Liber 4574, folio 195

Robert M. Coulbourn, III and  
Anne A. Coulbourn  
505 Chestnut Avenue  
Towson, Maryland 21204  
Liber 8547, folio 282

Sarah P. Daignault  
606 Chestnut Avenue  
Towson, Maryland 21204  
Liber 5651, folio 62

John R. and Kristen M. Kelly  
604 Chestnut Avenue  
Towson, Maryland 21204  
Liber 10494, folio 130

Dawson L., Jr., and Patricia Farber  
614 Chestnut Avenue  
Towson, Maryland 21204  
Liber 1867, folio 505

B. Franklin, IV, and Bonnie Hearn  
616 Chestnut Avenue  
Towson, Maryland 21204  
Liber 10255, folio 644

Raymond E. and Margaret Boulay  
520 Chestnut Avenue  
Towson, Maryland 21204  
Liber 3766, folio 54

Daniel D. and Mary Beth Blasser Dietrick  
610 Chestnut Avenue  
Towson, Maryland 21204  
Liber 10826, folio 608

Erwin and Frances Huber  
620 Chestnut Avenue  
Towson, Maryland 21204  
Liber 5357, folio 015

## RECITALS

Pursuant to that certain Development Agreement dated March 2, 1999 (the 623 "Agreement") between Grantor and Grantees, with regard to a zoning plan for the

EXHIBIT

C

development of several parcels and development regulation exemption approved respectively by the appropriate authorities of Baltimore County, Maryland by Order of the Zoning Commissioner dated \_\_\_\_\_, Case No. 99-171-SPHA ("Zoning Order") which Zoning Order incorporates by reference the terms and conditions of the Agreement, and by written confirmation of the development regulation exemption dated \_\_\_\_\_, the Grantor has agreed to place certain restrictions upon certain real property, with all the improvements thereon, lying and being situate in Baltimore County, Maryland (the "Property") more particularly described on Exhibit "A" attached hereto and incorporated herein by reference. The Property consists of three (3) parcels with the following respective tax identification numbers and Liber and folio references in the Land Records of Baltimore County:

- (1) 9-1900001670, 6148/862;
- (2) 9-1900001672, 6148/867; and
- (3) 9-0912590132, 883/220.

The Property shall be subject to and bound by the following Declaration which shall run with and be binding upon the above-described properties for the periods and the manner specified below. This Declaration which binds the Property shall inure to the benefit of the Grantees as long as they retain title to the property at their respective addresses shown above. In the event that any Grantee transfers title to their respective addresses shown above, the said Grantee shall no longer enjoy the benefits of this Declaration after they have transferred title to a third party of the properties described by the addresses shown above.

The Grantees have agreed to bind themselves to the terms and conditions of the Agreement.

This Declaration shall not inure to the benefit of the heirs, successors and assigns of the Grantees unless they agree, in writing, to be bound by the Agreement to the same extent as a Grantee under the Agreement.

**NOW, THEREFORE, THIS DECLARATION OF RESTRICTIVE COVENANTS WITNESSETH:**

That for and in consideration of the promises contained both in the Agreement and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Grantees hereby enter into this Declaration. The Recitals stated above are incorporated herein by reference and shall bind the Grantors and Grantees.

Grantor hereby agrees that Grantor, or any of its successors, assigns, licensees or lessees, shall not:

1. Erect any exterior lighting, except as required by governmental codes or regulations, on the portion of the Property identified on Exhibit "B" attached hereto and incorporated herein by reference as the North Fields for a period of thirty (30) years from the date of this Declaration.

2. Erect any Building on the North Fields for a period of twenty-five (25) years from the date of this Declaration, other than as approved by the Zoning Order dated \_\_\_\_\_ in Case No. 99-171-SPHA. "Building" shall mean any multi-sided structure with a roof.

3. Erect any athletic field lighting on the portion of the property identified on Exhibit "B" as Hargaden Field, for a period of thirty (30) years from the date of this Declaration.

4. Erect lighting along the Chestnut Avenue right-of-way, other than as required by Baltimore County, Maryland, or any local, State or federal agency. Lighting in the parking lots along Chestnut Avenue shall be no higher than twenty (20) feet from the surface of the respective lot and there shall be no more than two (2) light standards per each of the three lots adjacent to Chestnut Avenue. There shall be no more than a maximum total of six (6) light standards in the three lots adjacent to Chestnut Avenue. Any such parking lot lighting shall be erected along the eastern boundary of said parking lots and shall be directed only in a westerly direction, away from Chestnut Avenue. The provisions of this Paragraph 4 shall survive for a period of twenty-five (25) years from the date of this Declaration.

Subject to their compliance with the Agreement, any one Resident or group thereof shall have the right, jointly or severally, to enforce the Restrictive Covenants set forth herein.

The Grantees join in the execution of this Declaration for the sole purpose of acknowledging as follows:

1. In the event that any Grantee transfers title to their respective addresses shown above, said Grantee shall no longer enjoy the benefits of this Declaration after they have transferred title to a third party of the properties described by the addresses shown above,

2. The Grantees have agreed to bind themselves to the terms and conditions of the Agreement, and

3. This Declaration shall not inure to the benefit of the heirs, successors and assigns of the Grantees unless said heirs, successors and assigns agree, in writing, to be bound by the Agreement to the same extent as a Grantee under the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

ATTEST/WITNESS

LOYOLA HIGH SCHOOL OF  
BALTIMORE, INC.

JoAnn P. O'Neill  
JoAnn P. O'Neill, Assistant Corporate  
Secretary

By: [Signature] (SEAL)  
Carroll A. Bodie, Chairman of the  
Board of Trustees

By: [Signature] (SEAL)  
John M. Dennis, S.J., President

STATE OF MARYLAND  
CITY/COUNTY OF BALTIMORE, to-wit:

I, TINA M. MCGINNIS, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Carroll A. Bodie, Chairman of the Board of Trustees, of LOYOLA HIGH SCHOOL OF BALTIMORE, INC., a Maryland non-profit corporation, whose name as such is signed to the foregoing instrument bearing date as of the \_\_\_ day of \_\_\_\_\_, 1999, has acknowledged the same before me in my jurisdiction aforesaid for the purposes therein contained, being fully authorized to do so on behalf of such corporation as such Chairman.

GIVEN under my hand and seal this 2<sup>nd</sup> day of March, 1999.

[AFFIX SEAL]

My Commission Expires: 7/1/99

STATE OF MARYLAND  
CITY/COUNTY OF BALTIMORE, to-wit:

Tina M McGinnis  
Notary Public

**TINA M. MCGINNIS**  
Notary Public  
State of Maryland, Baltimore County  
Commission Expires July 1, 1999

I, TINA M. MCGINNIS, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that John M. Dennis, S.J., President of LOYOLA HIGH SCHOOL OF BALTIMORE, INC., a Maryland non-profit corporation, whose name as such is signed to the foregoing instrument bearing date as of the \_\_\_ day of \_\_\_\_\_, 1999, have acknowledged the same before me in my jurisdiction aforesaid for the purposes therein contained, being fully authorized to do so on behalf of such corporation as such President.

GIVEN under my hand and seal this 2<sup>nd</sup> day of March, 1999.

[AFFIX SEAL]

My Commission Expires: 7/1/99

(Signatures continued on page 5)

Tina M McGinnis  
Notary Public

**TINA M. MCGINNIS**  
Notary Public  
State of Maryland, Baltimore County  
Commission Expires July 1, 1999

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

Sarah P. Daignault

Beverly J. Kaufman

Beverly J. Kaufman

Beverly J. Kaufman

Beverly J. Kaufman

Beverly J. Kaufman

Sarah P. Daignault

Sarah P. Daignault

Sarah P. Daignault

GRANTEES:

D. Robert Enten (SEAL)  
D. Robert Enten

Joanne M. Enten (SEAL)  
Joanne M. Enten

Carlton C. Sexton (SEAL)  
Carlton C. Sexton

Elizabeth H. Sexton (SEAL)  
Elizabeth H. Sexton

Eugene L. Wolfe, Jr. (SEAL)  
Eugene L. Wolfe, Jr.

Mary R. Wolfe (SEAL)  
Mary R. Wolfe

Sarah P. Daignault (SEAL)  
Sarah P. Daignault

Dawson L. Farber, Jr. (SEAL)  
Dawson L. Farber, Jr.

Patricia S. Farber (SEAL)  
Patricia Farber

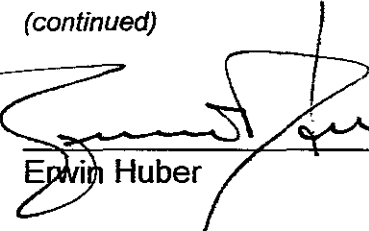
Raymond E. Boulay (SEAL)  
Raymond E. Boulay

Margaret Boulay (SEAL)  
Margaret Boulay

WITNESS:

GRANTEES:  
(continued)

Seal P. Daignault

 (SEAL)  
Erwin Huber

Seal P. Daignault

Frances Huber (SEAL)  
Frances Huber

Seal P. Daignault

John M. Hodge-Williams (SEAL)  
John M. Hodge-Williams

Seal P. Daignault

Valerie Hodge-Williams (SEAL)  
Valerie Hodge-Williams

Herbert B. Mittenthal

 (SEAL)  
Herbert B. Mittenthal

Miriam L. Mittenthal

Miriam Mittenthal (SEAL)  
Miriam L. Mittenthal

Beverly J. Kaufman

Robert M. Coulbourn (SEAL)  
Robert M. Coulbourn, III

Beverly J. Kaufman

Anne A. Coulbourn (SEAL)  
Anne A. Coulbourn

Beverly J. Kaufman

John R. Kelly (SEAL)  
John R. Kelly

Beverly J. Kaufman

Kristen M. Kelly (SEAL)  
Kristen M. Kelly

Jan-28-99 08:23P

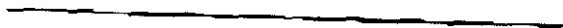
4-321-8756

P.04

WITNESS:

GRANTEES:

(continued)

  
Erwin Huber

(SEAL)

  
Frances Huber

(SEAL)

  
John M. Hodge-Williams

(SEAL)

  
Valerie Hodge-Williams

(SEAL)

  
Herbert B. Mitterthal

(SEAL)

  
Miriam L. Mitterthal

(SEAL)

  
Robert M. Coulbourn, III

(SEAL)

  
Anne A. Coulbourn

(SEAL)

  
John R. Kelly

(SEAL)

  
Kristen M. Kelly

(SEAL)

Jan-28-99 08:32P

410-321-8756

P.04

WITNESS

GRANTEES:  
(continued)\_\_\_\_\_(SEAL)  
Erwin Huber\_\_\_\_\_(SEAL)  
Frances Huber\_\_\_\_\_(SEAL)  
John M. Hodge-Williams\_\_\_\_\_(SEAL)  
Valerie Hodge-Williams\_\_\_\_\_(SEAL)  
Herbert B. Mitterthal\_\_\_\_\_(SEAL)  
Miriam L. Mitterthal\_\_\_\_\_(SEAL)  
Robert M. Coulbourn, III\_\_\_\_\_(SEAL)  
Anne A. Coulbourn\_\_\_\_\_(SEAL)  
John R. Kelly*Sorely Munoz**Kristen M. Kelly* (SEAL)  
Kristen M. Kelly

Received: 1/28/99 8:00

410 321 8756 -&gt; JetFax Page 4

Jan-28-99 08:28P

410-321-8756

P.04

## WITNESS:

## GRANTEES:

(continued)

\_\_\_\_\_  
Erwin Huber (SEAL)\_\_\_\_\_  
Frances Huber (SEAL)\_\_\_\_\_  
John M. Hodge-Williams (SEAL)\_\_\_\_\_  
Valerie Hodge-Williams (SEAL)\_\_\_\_\_  
Herbert B. Mittenhal (SEAL)\_\_\_\_\_  
Miriam L. Mittenhal (SEAL)\_\_\_\_\_  
Robert M. Coulbourn, III (SEAL)\_\_\_\_\_  
Anne A. Coulbourn (SEAL)Jennifer AllenJohn R. Kelly (SEAL)  
John R. Kelly\_\_\_\_\_  
Kristen M. Kelly (SEAL)

WITNESS:

GRANTEES:

(continued)

Sarah P. Daignault

B. Franklin Hearn, IV (SEAL)  
B. Franklin Hearn, IV

Sarah P. Daignault

Bonnie Hearn (SEAL)  
Bonnie Hearn

Sarah P. Daignault

Daniel D. Dietrick (SEAL)  
Daniel D. Dietrick

Sarah P. Daignault

Mary Beth Blasser Dietrick (SEAL)  
Mary Beth Blasser Dietrick

STATE OF MARYLAND, Baltimore COUNTY, TO WIT:

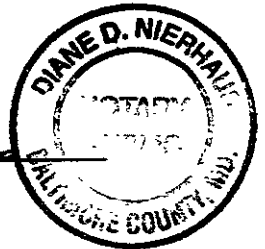
I HEREBY CERTIFY that on this 31<sup>st</sup> day of January, 1999, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared D. Robert Enten and Joanne M. Enten, known to me (or satisfactorily proven) to be such persons who acknowledged that they executed that foregoing declaration of Restrictive Covenants for purposes therein contained by signing the name D. Robert Enten and Joanne M. Enten.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 9/26/01

Diane D. Nierhaus  
Notary Public

DIANE D. NIERHAUS



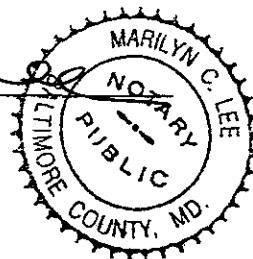
STATE OF MARYLAND, Baltimore COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29 day of Jan., 1999, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared John M. and Valerie Hodge-Williams, known to me (or satisfactorily proven) to be such persons who acknowledged that they executed that foregoing declaration of Restrictive Covenants for purposes therein contained by signing the name John M. Hodge-Williams and Valerie Hodge-Williams. ✓

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 8-1-01

Marilyn C. Lee  
Notary Public



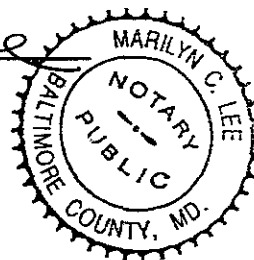
STATE OF MARYLAND, Baltimore COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29 day of Jan., 1999, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Carlton C. and Elizabeth H. Sexton, known to me (or satisfactorily proven) to be such persons who acknowledged that they executed that foregoing declaration of Restrictive Covenants for purposes therein contained by signing the name Carlton C. Sexton and Elizabeth H. Sexton. ✓

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 8-1-01

Marilyn C. Lee  
Notary Public



STATE OF MARYLAND, Baltimore COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of February, 1999, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Herbert B. and Miriam L. Mittenthal, known to me (or satisfactorily proven) to be such persons who acknowledged that they executed that foregoing declaration of Restrictive Covenants for purposes therein contained by signing the name Herbert B. Mittenthal and Miriam L. Mittenthal.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 12/24/02

Kary L. Sheaven  
Notary Public

STATE OF MARYLAND, Baltimore COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29<sup>th</sup> day of January, 1999, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Eugene L. Wolfe, Jr. and Mary R. Wolfe, known to me (or satisfactorily proven) to be such persons who acknowledged that they executed that foregoing declaration of Restrictive Covenants for purposes therein contained by signing the name Eugene L. Wolfe, Jr. and Mary R. Wolfe.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Beverly J. Kaufman  
Notary Public

My Commission Expires: 3/1/00

STATE OF MARYLAND, Baltimore COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29<sup>th</sup> day of January, 1999, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Robert M. Coulbourn. III and Anne A. Coulbourn, known to me (or satisfactorily proven) to be such persons who acknowledged that they executed that foregoing declaration of Restrictive Covenants for purposes therein contained by signing the name Robert M. Coulbourn. III and Anne A. Coulbourn.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Beverly J. Kaufman  
Notary Public

My Commission Expires: 3/1/00

STATE OF MARYLAND, Baltimore COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29<sup>th</sup> day of January, 1999, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Sarah P. Daignault, known to me (or satisfactorily proven) to be such person who acknowledged that she executed that foregoing declaration of Restrictive Covenants for purposes therein contained by signing the name Sarah P. Daignault.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Beverly J. Kaufman  
Notary Public

My Commission Expires: 3/1/00

STATE OF MARYLAND, Baltimore COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15<sup>th</sup> day of February, 1999, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared John R. and Kristen M. Kelly, known to me (or satisfactorily proven) to be such persons who acknowledged that they executed that foregoing declaration of Restrictive Covenants for purposes therein contained by signing the name John R. Kelly and Kristen M. Kelly.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Beverly J. Kaufman  
Notary Public

My Commission Expires: 3/1/00

STATE OF MARYLAND, Baltimore COUNTY, TO WIT:

I HEREBY CERTIFY that on this 24<sup>th</sup> day of January, 1999, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Dawson L. Farber, Jr., and Patricia Farber, known to me (or satisfactorily proven) to be such persons who acknowledged that they executed that foregoing declaration of Restrictive Covenants for purposes therein contained by signing the name Dawson L. Farber, Jr., and Patricia Farber.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Beverly J. Kaufman  
Notary Public

My Commission Expires: 3/1/00

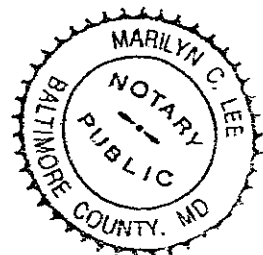
STATE OF MARYLAND, Baltimore COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29 day of Jan, 1999, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared B. Franklin Hearn, IV, and Bonnie Hearn, known to me (or satisfactorily proven) to be such persons who acknowledged that they executed that foregoing declaration of Restrictive Covenants for purposes therein contained by signing the name B. Franklin, Hearn, IV, and Bonnie Hearn. ✓

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Marilyn C. Lee  
Notary Public

My Commission Expires: 8-1-01

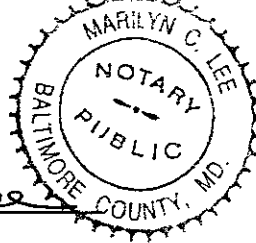


STATE OF MARYLAND, Baltimore COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29 day of Jan, 1999, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Raymond E. and Margaret Boulay, known to me (or satisfactorily proven) to be such persons who acknowledged that they executed that foregoing declaration of Restrictive Covenants for purposes therein contained by signing the name Raymond E. Boulay and Margaret Boulay. ✓

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Marilyn C. Lee  
Notary Public



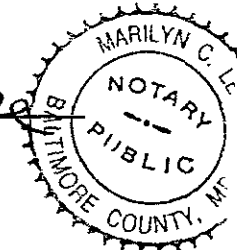
My Commission Expires: 8-1-01

STATE OF MARYLAND, Baltimore COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29 day of Jan, 1999, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Daniel D. and Mary Beth Blasser Dietrick, known to me (or satisfactorily proven) to be such persons who acknowledged that they executed that foregoing declaration of Restrictive Covenants for purposes therein contained by signing the name Daniel D. Dietrick and Mary Beth Blasser Dietrick. ✓

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Marilyn C. Lee  
Notary Public



My Commission Expires: 8-1-01

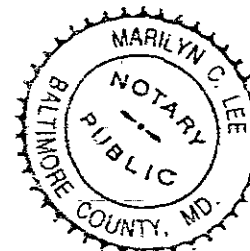
STATE OF MARYLAND, Baltimore COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29 day of Jan, 1999, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Erwin and Frances Huber, known to me (or satisfactorily proven) to be such persons who acknowledged that they executed that foregoing declaration of Restrictive Covenants for purposes therein contained by signing the name Erwin Huber and Frances Huber. ✓

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Marilyn C. Lee  
Notary Public

My Commission Expires: 8-1-01



The undersigned hereby certifies that this instrument has been prepared by an attorney admitted to practice before the Maryland Court of Appeals, under his or her supervision, or by or on behalf of one of the parties named in this instrument.

\_\_\_\_\_  
Attorney

EXHIBIT "A"  
LEGAL DESCRIPTION OF LOYOLA HIGH SCHOOL PROPERTY

EXHIBIT " B "  
PLAT DEPICTING NORTH FIELDS AND HARGADEN FIELD

155269v4

**EXHIBIT D**

**LOYOLA BLAKEFIELD TRAFFIC AND PARKING ISSUES**

**LOYOLA BLAKEFIELD**  
**TRAFFIC & PARKING ISSUES**  
October 28, 1998

- \* Loyola will add two (2) new rows of parking (i.e., one (1) double-loaded parking aisle) off the Charles Street entrance to the Campus, providing spaces for approximately 35 additional vehicles.
- \* The Charles Street entrance parking aisles will also provide a student drop-off area to take pressure off Chestnut Avenue entrance.
- \* All cars delivering students solely to the middle school in the morning MUST drop off students via the Charles Street entrance.
- \* Parking on internal campus drives and roads will be prohibited. The temporary lot behind the existing maintenance area and practice field will be eliminated.
- \* Vehicles utilizing the Chestnut Avenue entrance for drop-off or pick-up and then heading north on Charles Street will be required to continue across the campus and exit via the Charles Street exit. The cross-campus access will be open at arrival and dismissal times.
- \* At afternoon pick-up time, vehicles picking up middle school students must queue in the Charles Street entrance drive.
- \* The two (2) tennis court levels (4 courts) on Chestnut will be converted to parking, with tennis courts relocated to the rear athletic field area. Combined with the existing Chestnut lot parking, this yields approximately 160 total parking spaces in Chestnut lot.
- \* All faculty and staff (except Jesuit faculty/staff living at Xavier) shall be assigned parking in the Chestnut Avenue lots (estimate: 80-85 spaces).
- \* Faculty supervision will be provided daily at arrival and dismissal times in/at:
  - A) the Chestnut Avenue lots.
  - B) Chestnut Avenue entrance.
  - C) Charles Street entrance road/lots.
- \* At dismissal time, supervision will prohibit entry onto Chestnut Avenue lots for period of approximately 15 minutes and direct 2 lanes of exiting traffic (left turn & right turn) onto Chestnut to expedite emptying lot.
- \* Loyola and neighborhood community association will jointly petition SHIA to eliminate flashing red left turn signal operation for left turns onto northbound Chestnut Avenue from Charles Street, school days, between:
  - 7:30 - 8:00 AM
  - 2:45 - 3:15 PMto allow for safe U-turns on Charles Street to access Charles Street entrance.
- \* No parking will be permitted on Chestnut Avenue entrance drive. This will permit 3 lanes in that drive. Cars can therefore "double up" and stack in 2 lanes to minimize stacking out onto Chestnut Avenue.

**EXHIBIT E**  
**LANDSCAPE PLAN**

Contains the following:

1. Landscape Concept
2. Chestnut Avenue Parking Concept - Illustrative Plan
3. Chestnut Avenue Parking Concept - Cross Sections
4. Loyola Blakefield Hargaden Field - Bleachers Screening; Sections A-A, B-B, C-C
5. Chestnut Avenue Parking Screening - Options A and B  
(Option A or B to be selected at the sole discretion of Loyola)



# Petition for Variance

to the Zoning Commissioner of Baltimore County

for the property located at 500 Chestnut Ave, Towson, MD 21204  
which is presently zoned D.R.1

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section(s)

See attached sheet

of the Zoning Regulations of Baltimore County, to the zoning law of Baltimore County, for the following reasons: (indicate hardship or practical difficulty)

To be presented at hearing

*No 2  
my proffer  
jgg*

Property is to be posted and advertised as prescribed by the zoning regulations. I, or we, agree to pay expenses of above Variance, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

## Contract Purchaser/Lessee:

Name - Type or Print \_\_\_\_\_  
Signature \_\_\_\_\_  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

## Attorney For Petitioner:

G. Scott Barhight  
Name - Type or Print \_\_\_\_\_  
Signature *G. Scott Barhight* \_\_\_\_\_  
Whiteford, Taylor & Preston L.L.P.  
Company \_\_\_\_\_  
210 W. Pennsylvania Ave, 4th Floor  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Towson, MD 21204 (410) 832-2000  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

## Legal Owner(s):

*of Baltimore*  
Loyola High School, Inc.  
Name - Type or Print \_\_\_\_\_  
By: *Stephen W. Whalen, Jr.*  
Signature \_\_\_\_\_  
Stephen W. Whalen, Jr.  
Name - Type or Print \_\_\_\_\_  
Chairman, Bldg & Grounds Committee  
Signature \_\_\_\_\_  
Charles St. & Chestnut Ave. 410-747-2900  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_  
TOWSON MD 21204  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

## Representative to be Contacted:

G. Scott Barhight  
Name \_\_\_\_\_  
210 W. Pennsylvania Ave, 4th Floor  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Towson, MD 21204 (410) 832-2000 day  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
410-821-6596 night  
Rick Chadsey

Case No.

**99-171-SPHA**

REC 9/15/98

**OFFICE USE ONLY**  
ESTIMATED LENGTH OF HEARING \_\_\_\_\_  
UNAVAILABLE FOR HEARING  
Reviewed By *PR* Date *10/20/98*

*#171*

**Petition for Variance**  
**to the Zoning Commissioner of Baltimore County**  
**for the property located at 500 Chestnut Ave, Towson, MD 21024**

**Attachment**

1. BCZR §1B01.2.B.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit the Student Commons and Athletic Center and Maintenance Building (alternate) (Building 12) to exceed the maximum length of 300 ft.
2. BCZR §1B01.2.B.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit the Sheridan expansion and/or Replacement (Building 8) - the Xavier Annex Expansion and/or Replacement (Building 9) Complex to exceed the maximum length of 300 ft.
3. BCZR §1B01.2.C.1.a, §300.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit the maximum height of the Student Commons and Athletic Center and Maintenance Building (alternate) (Building 12) to be 60 ft. in lieu of the maximum height of 50 ft.
4. BCZR §1B01.2.C.1.a and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a building side yard setback of 5 ft. in lieu of the required 30 ft.
5. BCZR §1B01.2.C.1.a, §102.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a front building to front building setback of 30 ft. in lieu of the required 120 ft. for the Performing Arts, Music and/or Student Assembly Building (Building 11) and the Xavier Annex Expansion and/or Replacement (Building 9).
6. BCZR §1B01.2.C.1.a, §102.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a front building to front building setback of 50 ft. in lieu of the required 120 ft. for Student Commons and Athletic Center and Maintenance Building (alternate) (Building 12) and The Sheridan Expansion and/or Replacement (Building 8).
7. BCZR §1B01.2.C.1.a, §102.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a building side to building side setback of 25 ft. in lieu of the required 60 ft. for Student Commons and Athletic Center and Maintenance Building (alternate) and the Proposed Restrooms and Concessions (Alternate Location) (Building Q).

8. BCZR §1B01.2.C.1.a, §102.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a side building to side building setback of 35 ft. in lieu of the required 60 ft. for the Student Commons and Athletic Center and Maintenance Building (alternate) (Building 12) and the Grand Stand (Building E).
9. BCZR §1B01.2.C.1.a, §102.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a front building to side building setback of 50 ft. in lieu of the required 90 ft. for the Grand Stand (Building E) and the Student Commons and Athletic Center and Maintenance Building (alternate) (Building 12).
10. BCZR §1B01.2.C.1.a, §102.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a front building to side building setback of 60 ft. in lieu of the required 90 ft. for the Sheridan Expansion or Replacement (Building 8) and the Grand Stand (Building E).
11. BCZR §1B01.2.C.1.a, §102.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a front building to front building setback of 95 ft. in lieu of the required 120 ft for the Grand Stand (Building E) and the Sheridan Expansion or Replacement (Building 8).
12. BCZR §1B01.2.C.1.a, §102.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a side building to rear building setback of 10 ft. in lieu of the required 70 ft. for the Sheridan Expansion or Replacement (Building 8) and Xavier Renovation or Replacement (Building 9).
13. BCZR §1B01.2.C.1.a, §102.2 and §504.2, Comprehensive Manual of Development Policies, II-26, to permit a side building to side building setback of 10 ft. in lieu of the required 60 ft. for the Wheeler Hall Expansion (Building 10) and the New Building (Building 10).



# Petition for Special Hearing

## to the Zoning Commissioner of Baltimore County

for the property located at 500 Chestnut Ave, Towson, MD 21204  
which is presently zoned D.R. 2

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine whether or not the Zoning Commissioner should approve

1. An amendment to previous variance Hearing Case No. 95-6-A, to permit the Burke Hall - Chapel - Wheeler Hall - Wheeler Hall Expansion and/or New Building Complex to exceed the required 300 ft. maximum length of building permitted in the BCZR §1B01.2.B.2 and §504.2, Comprehensive Manual of Development Policies, II-26.
2. Off-Street parking and loading per BCZR §409.6.A.4.

Property is to be posted and advertised as prescribed by the zoning regulations. I, or we, agree to pay expenses of above Special Hearing, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

### Contract Purchaser/Lessee:

Name - Type or Print \_\_\_\_\_  
Signature \_\_\_\_\_  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### Attorney For Petitioner:

G. Scott Barhight  
Name - Type or Print \_\_\_\_\_  
Signature G. Scott Barhight / JRE  
Whiteford, Taylor & Preston L.L.P.  
Company \_\_\_\_\_  
210 W. Pennsylvania Ave, 4th Flr.  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Towson, MD 21204 (410) 832-2000  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### Legal Owner(s):

\_\_\_\_\_ of Baltimore  
Loyola High School, Inc.  
Name - Type or Print \_\_\_\_\_  
By: Stephen W. Whalen, Jr.  
Signature \_\_\_\_\_  
Stephen W. Whalen, Jr.  
Name - Type or Print \_\_\_\_\_  
Chairman, Bldg & Grounds Committee  
Signature \_\_\_\_\_  
Charles St. at Chestnut Ave. 410-747-2900  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_  
TOWSON MD 21204  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### Representative to be Contacted:

G. Scott Barhight (410) 832-2000 DAY  
Name \_\_\_\_\_  
210 W. Pennsylvania Ave, 4th Floor  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Towson, MD 21204  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
NIGHT: RICK CHADSEY 410-821-6596

### OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING \_\_\_\_\_

UNAVAILABLE FOR HEARING \_\_\_\_\_

Reviewed By BK Date 10/20/98

Case No. 99-171-SPHA

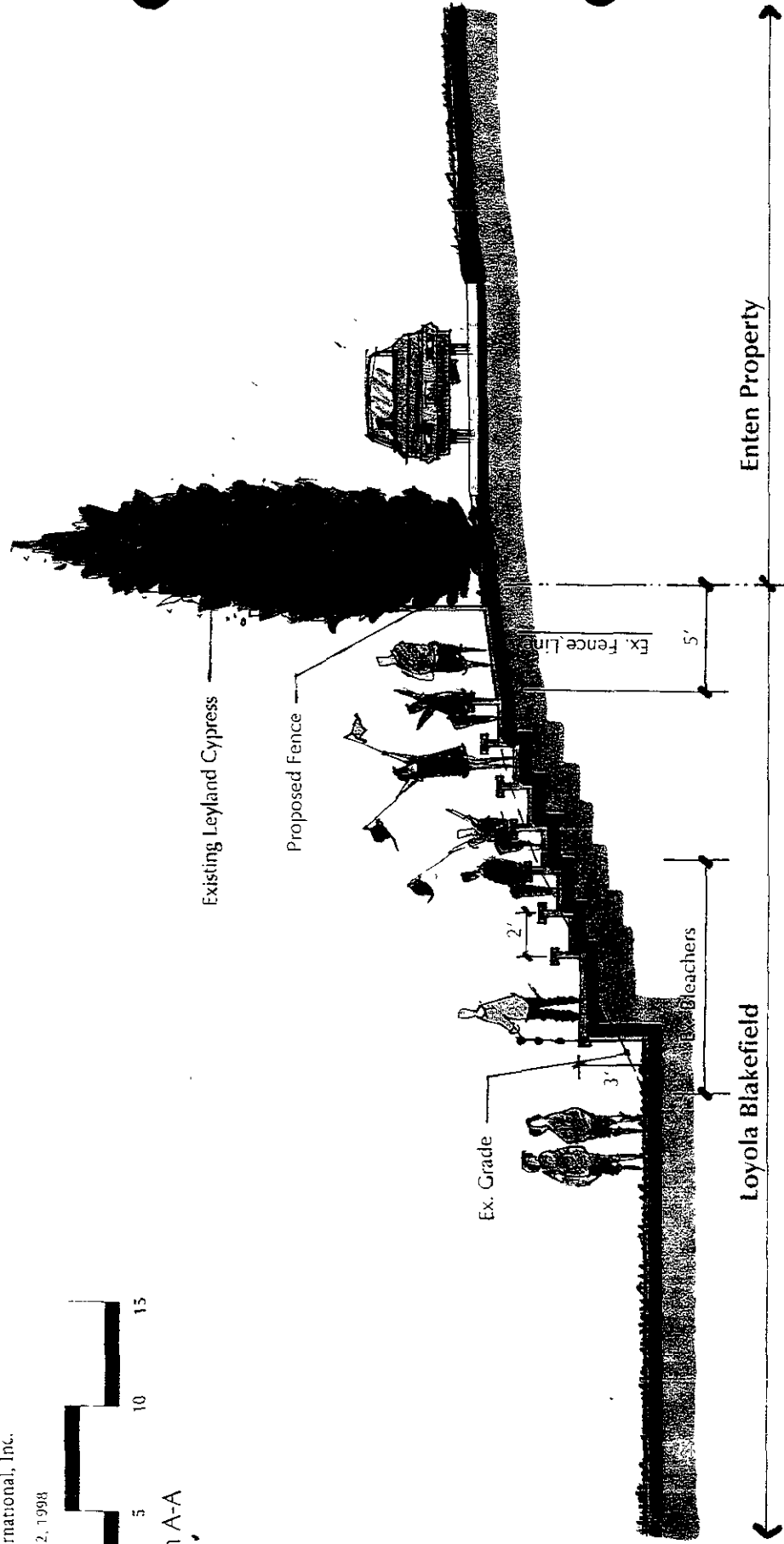
REC 9/15/98

#171

# LOYOLA BLAKEFIELD

Baltimore County, Maryland  
LDR International, Inc.

December 2, 1998



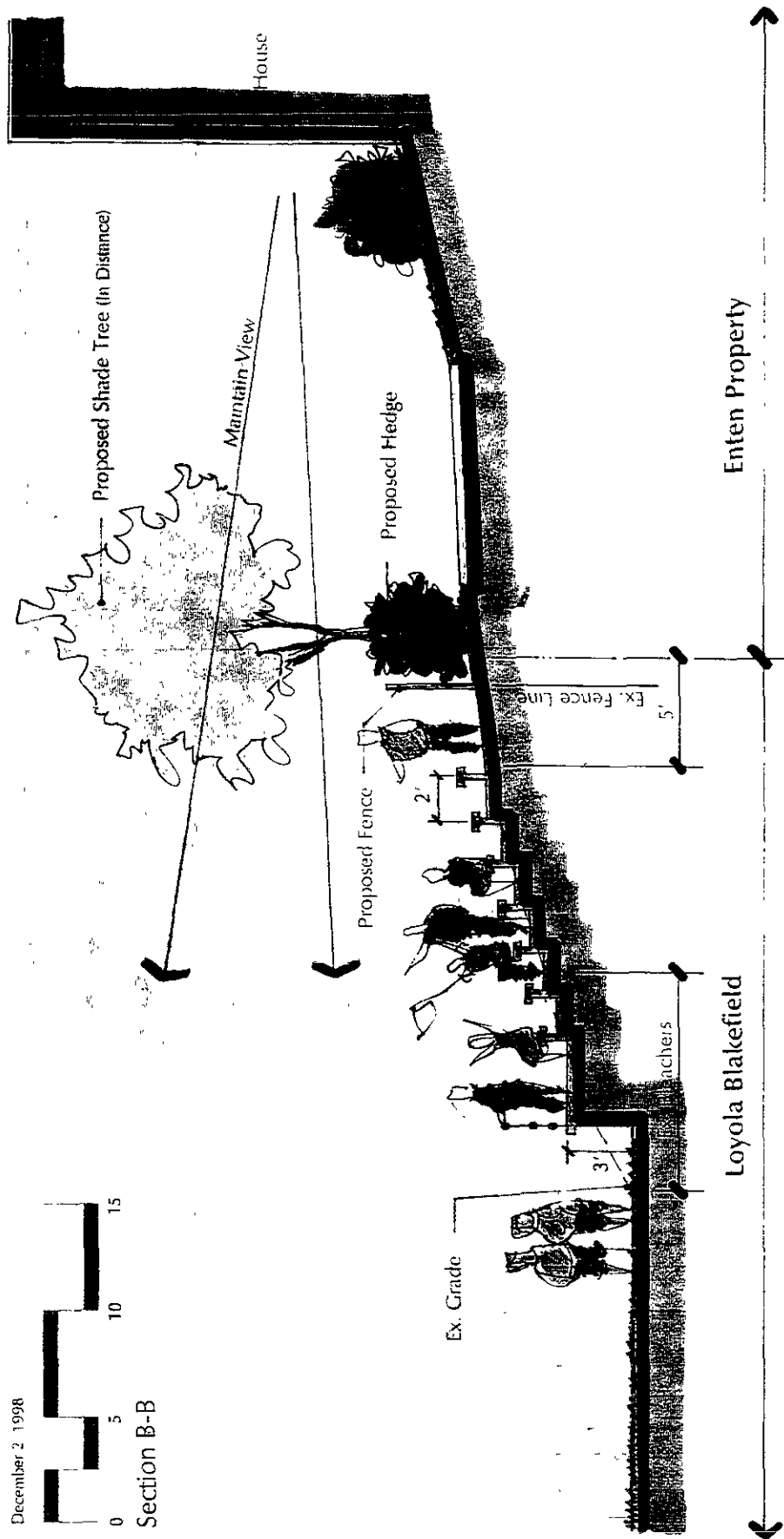
## LOYOLA BLAKEFIELD

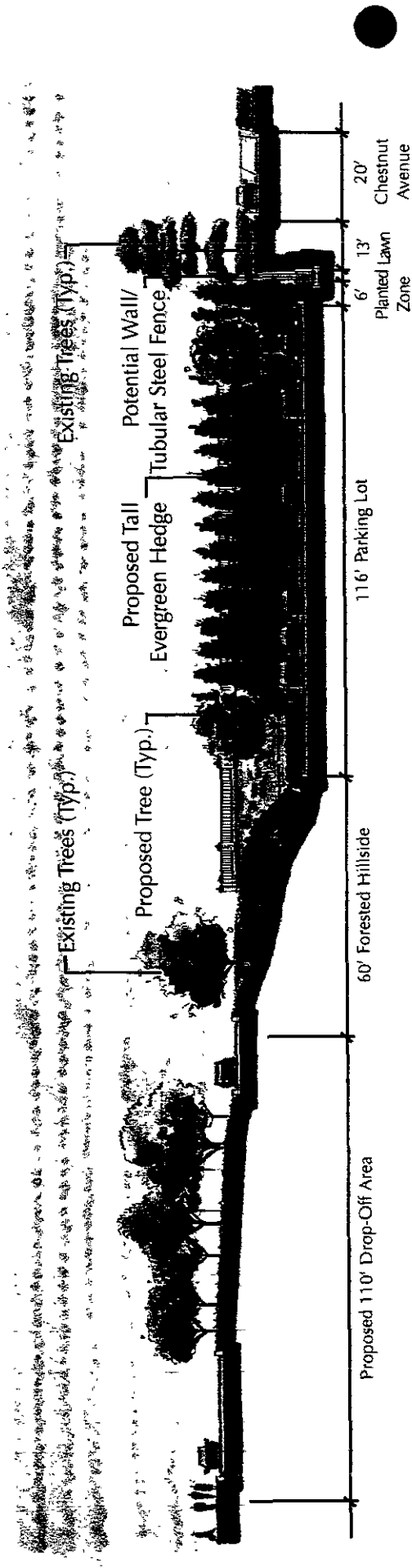
Baltimore County, Maryland  
LDR International, Inc.

December 2, 1998

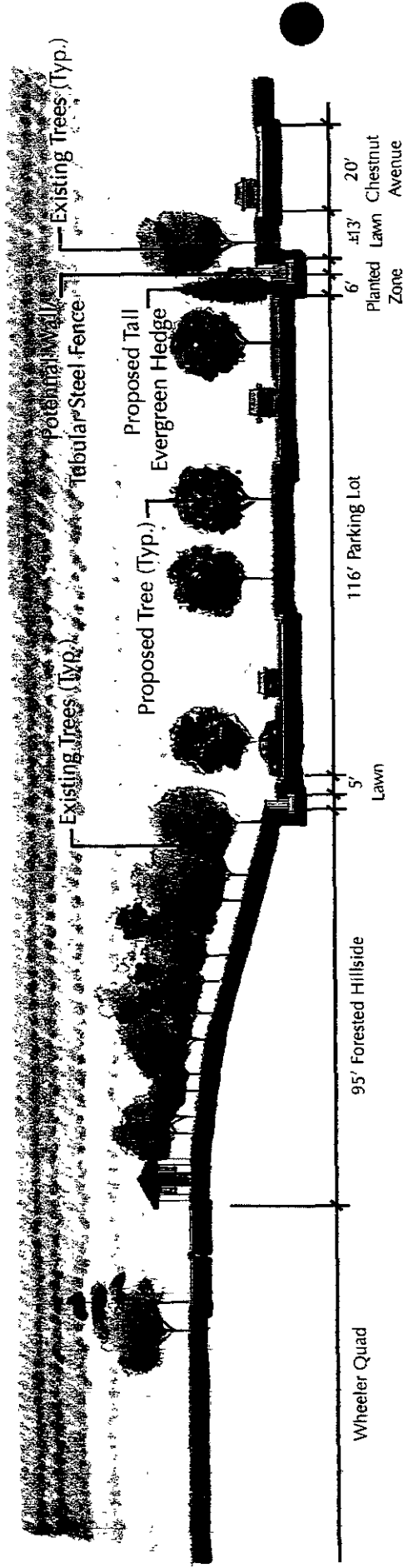


Section B-B





Section A-A



Section B-B

LDR International, Inc.  
October 14, 1998

# *Chestnut Avenue Parking Concept* Cross Sections

**Loyola Blakefield**  
Baltimore County, Maryland



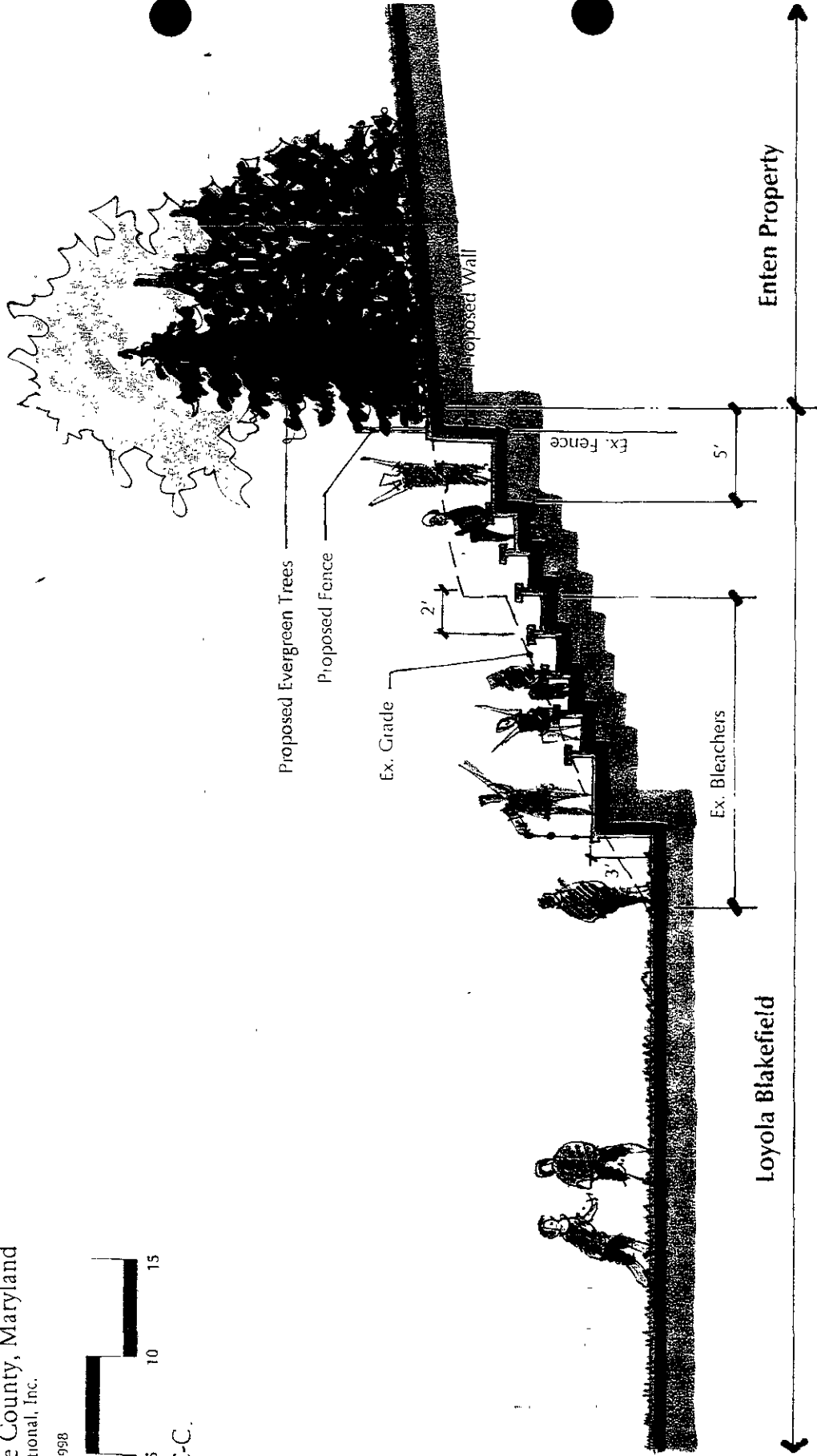
# LOYOLA BLAKEFIELD

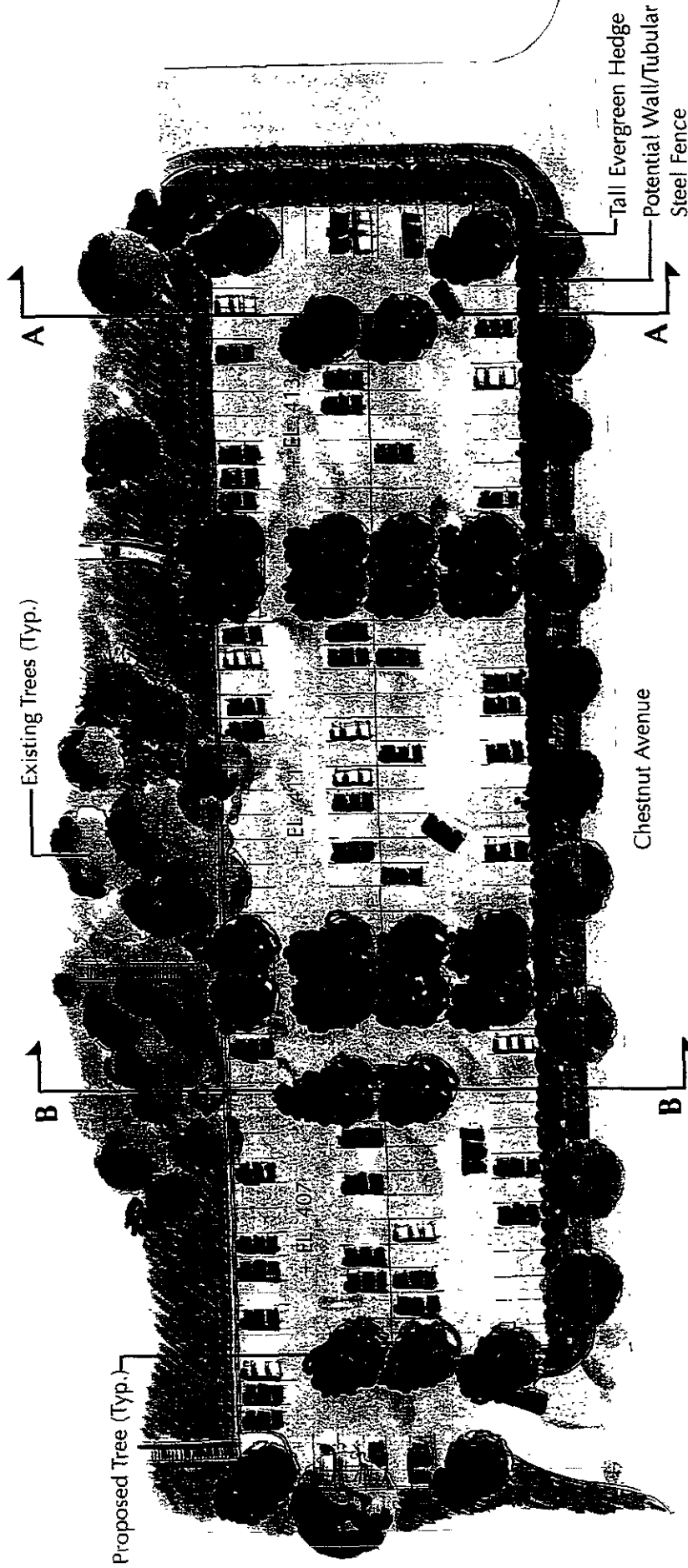
Baltimore County, Maryland  
LDR International, Inc.

December 2, 1998



Section C-C.



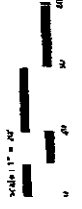


± 170 Spaces Total

# **Chestnut Avenue Parking Concept** **Illustrative Plan**

**Loyola Blakefield**  
 Baltimore County, Maryland

LDR International, Inc.  
 October 14, 1998



LOYOLA BLAKEFIELD OPTION "A" proposed Chestnut Ave parking screening

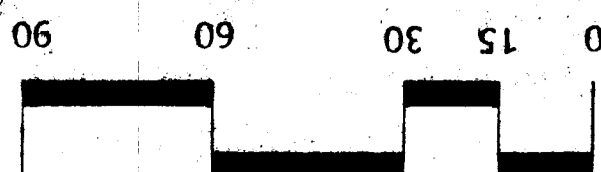


LOYOLA BLAKEFIELD OPTION "B" CHESTNUT AVE PROPOSED PARKING SCREENING





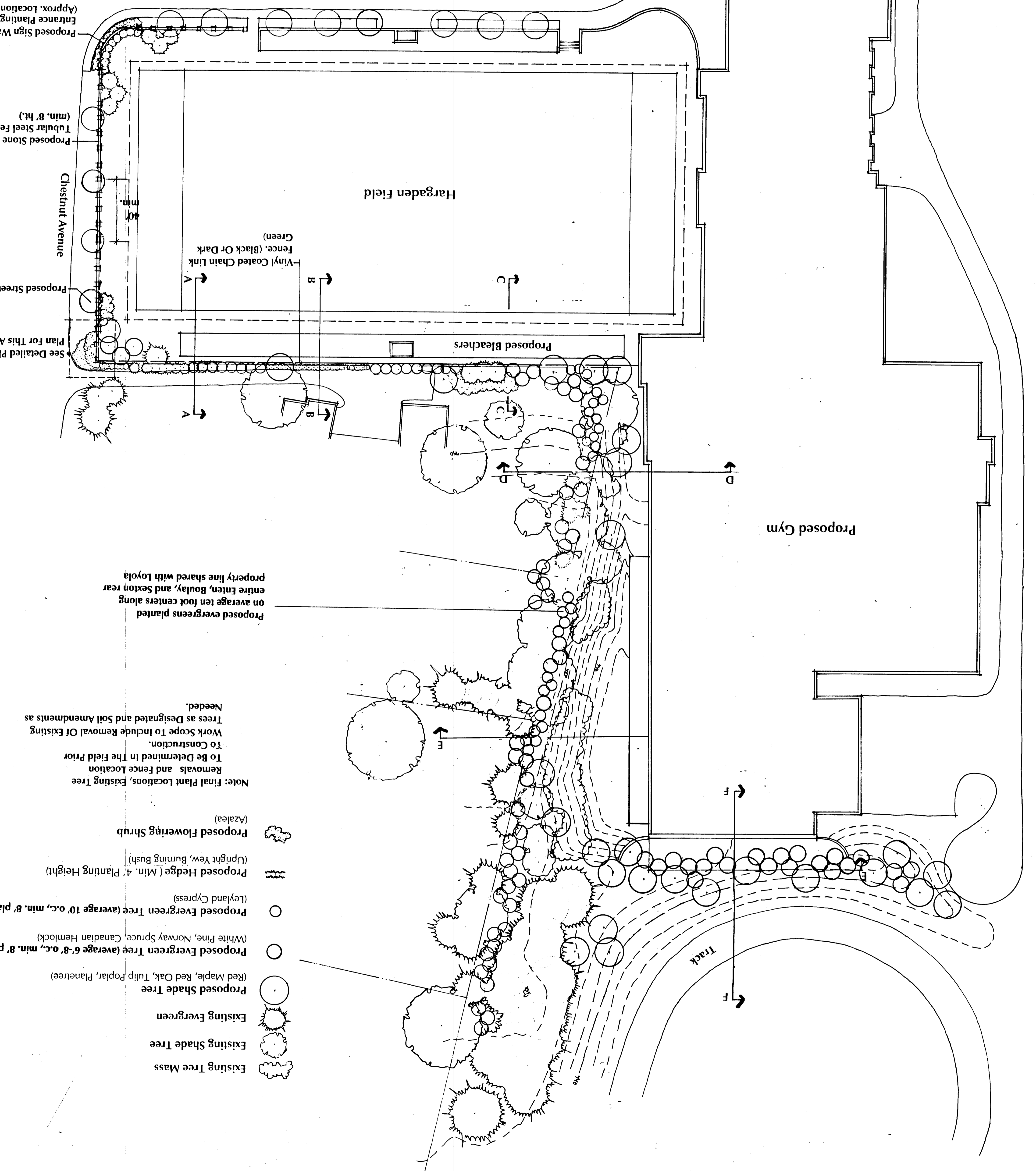
December 2, 1998  
REV. 1.25  
REV. 1.16  
REV. 1.15  
REV. 1.14



Baltimore County, Maryland  
LDR International, Inc.

# LOYOLA BLAKEFIELD

## Landscape Concept



PHS-171-b

